

Observations
on the *Bill* 79
Statement
of the
Differences.

subsisting between the
Proprietors and Performers
of the
Theatre Royal, Covent Garden
most respectfully submitted to - The
Most Noble, the Marquis of Salisbury,
His Majesty's Lord High Chamberlain
By
The Proprietors of that Theatre



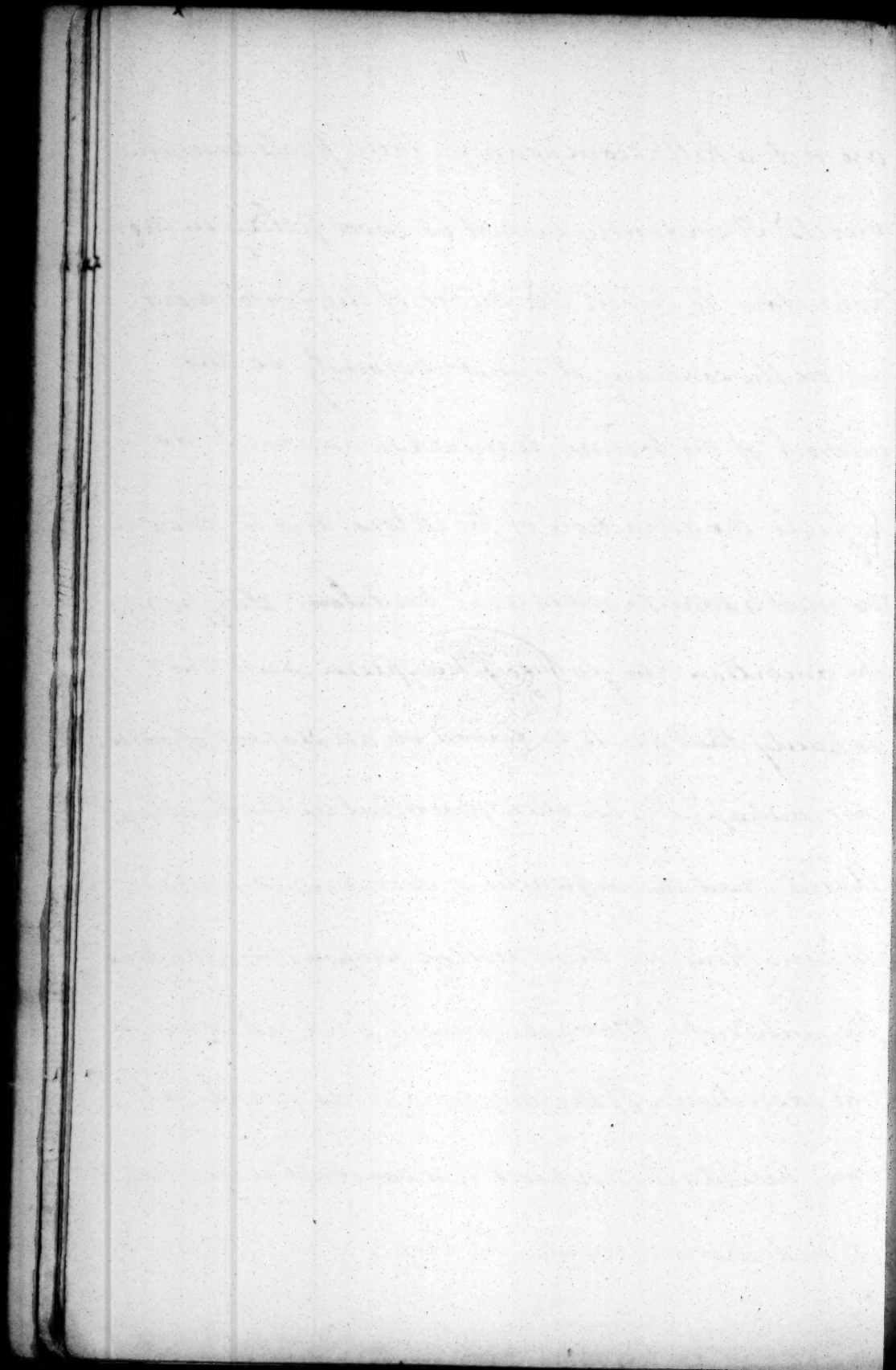
The Proprietors though conscious of the justice of their cause, did not wish to render the matter public, but were anxious to refer the whole dispute to that source from which their own authority was originally derived. To that source the dispute is in fact referred, and the Proprietors will bow with implicit respect to whatever decision may be given in the high Quarter alluded to, persuaded that such decision will be the result of enlightened judgment and impartiality. If the Proprietors felt any reluctance to submit the case to the Public at large, that reluctance did not arise from the least doubt of their ability to remove any unfavorable impressions that might have been circulated against them; but from an unwillingness to lessen

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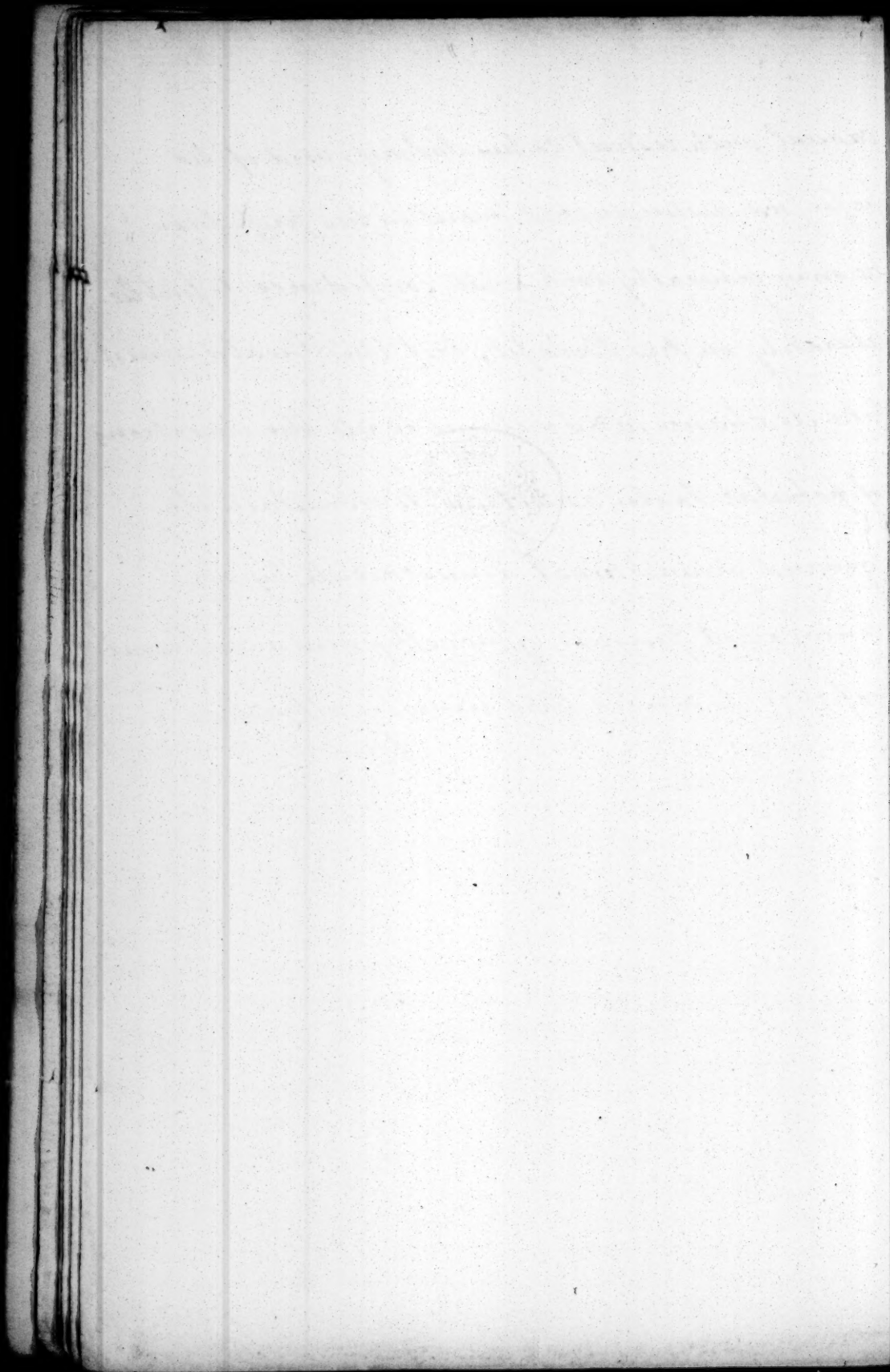
the public regard for those performers, by whose
Talents the interests of the Theatre are assisted.
The following observations will shew whether those
interests would not be compleatly destroyed, if the
Proprietors were not invested with power to enforce
such regulations as necessarily tend to the
preservation of order, to the due exhibition of
Dramatic pieces with all the aid of the talents,
which the Theatre may possess, and to the
consequent gratification of the Public. By those
Observations it will also be seen whether the eight
Performers, who have formed themselves into a
Committee have a reasonable foundation for their
complaints of oppression, tyranny &c. And
whether the general profits of their engagements

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are not a full recompense for their professional merits. It evidently cannot be good policy in the Proprietors, to lessen the credit of the Performers, but, on the contrary, it must obviously be the interest of the former, to increase as much as possible the attraction of the Actors, and to place in the most advantageous light the talents they possess. The ambition, the jealousy, the spleen, and the rapacity that are to be found in all classes of men, are, unhappily, too often prevalent in the theatrical World, and the difficulty of obviating the evils arising from all these restless propensities, renders the duties of a Manager painful and irksome in the execution. If the Theatre affords profits at one period, it is subject to a constant risque and to vast disbursements. The Profits of an Actor are not



casual with respect to his Salary, and if he
possesses distinguished merit in his profession,
he may generally look with confidence to public
liberality on his Benefit; but the Theatre must
take its chance, and submit to all the variations
of popular taste, and strive to maintain its
ground amidst rival amusements, by an
unwearied pursuit of novelty, and a continual
expenditure, to render that novelty attractive. J



Extracts.

From the Patent granted to Sir William Davenant, his Heirs &c &c by King Charles the 2.nd under which Authority Covent Garden Theatre is now opened



First. And that it shall and may be lawful to and for the said Sir William Davenant, his Heirs and Assigns, to take and receive of such of our Subjects as shall resort to see or hear any such Plays, Scenes, and Entertainments whatsoever, such Sum or Sums of money as either have accustomedly been given and taken in the like kind as shall be thought reasonable by him, or them, in regard of the great expence of Scenes

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Music and such new decorations as
have not been formerly used.

And further for us, our Heirs
and Successors, we do hereby give and grant
unto the said Sir William Davenant his Heirs
and Assigns, full power to make such allowances
out of that which he shall so receive by the
acting of Plays and Entertainments of the
Stage as aforesaid to the Actors, and other
Persons employed in acting, representing, or
in any Quality whatsoever about the said
Theatre, as he or they shall think fit. And that
the said Company shall be under the sole
Government and authority of the said Sir
William Davenant, his Heirs and Assigns—
And all scandalous and mutinous persons.

shall from time to time by him and them
be ejected, and disabled from playing in
the said Theatre.

Secondly. And the better to preserve
Amity and correspondence,
and that the one may not encroach
upon the other by any indirect means, We
will and ordain that no Actor or other
person employed about either of the said
Theatres, ejected by the said Sir William
Davenant and Thomas Killigrew, or either
of them, or deserting his company, shall
be received by the Governor, or any of the said
other Company, or any other person or persons
to be employed in acting, or in any manner
relating to the Stage, without the consent and

approbation of the Governor of the Company,
whereof the said person so ejected or deserted
was a Member, signified under his hand
and Seal. 











A
STATEMENT,

Ec. Ec.

STATEMENT

A
S T A T E M E N T
OF THE
DIFFERENCES
SUBSISTING BETWEEN THE
PROPRIETORS AND PERFORMERS
OF THE
Theatre-Royal, Covent-Garden.

GIVEN IN THE
CORRESPONDENCE
WHICH HAS PASSED BETWEEN THEM.

BY
JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
CHARLES INCLEDON,
JOS. S. MUNDEN,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

O! it is excellent
To have a giant's strength ; but it is tyrannous
To use it like a giant. SHAKSPEARE.

SECOND EDITION.

LONDON:
PRINTED BY J. DAVIS, CHANCERY-LANE,
FOR W. MILLER, OLD BOND-STREET.

M.DCCC.

STAFFORD

OF THE

DIFFERENCES

PROVINCIAL AND LOCAL

OF THE

STAFFORDSHIRE

BY

WILLIAM STAFFORD

—

STAFFORDSHIRE

LOCAL SOCIETY

STAFFORDSHIRE

LOCAL SOCIETY

STAFFORDSHIRE

LOCAL SOCIETY

STAFFORDSHIRE

—

STAFFORDSHIRE

LOCAL SOCIETY

STAFFORDSHIRE

SECOND EDITION

LONDON

WILLIAM STAFFORD, 10, OLD BOND STREET.

1860

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ADVERTISEMENT.

THE duty we owe the Public demands an explanation of the present intrusion on its attention. It was ever our wish, and for some time our hope, that the differences subsisting between the Proprietors and Performers of the Theatre-Royal Covent-Garden would have terminated amicably and privately.

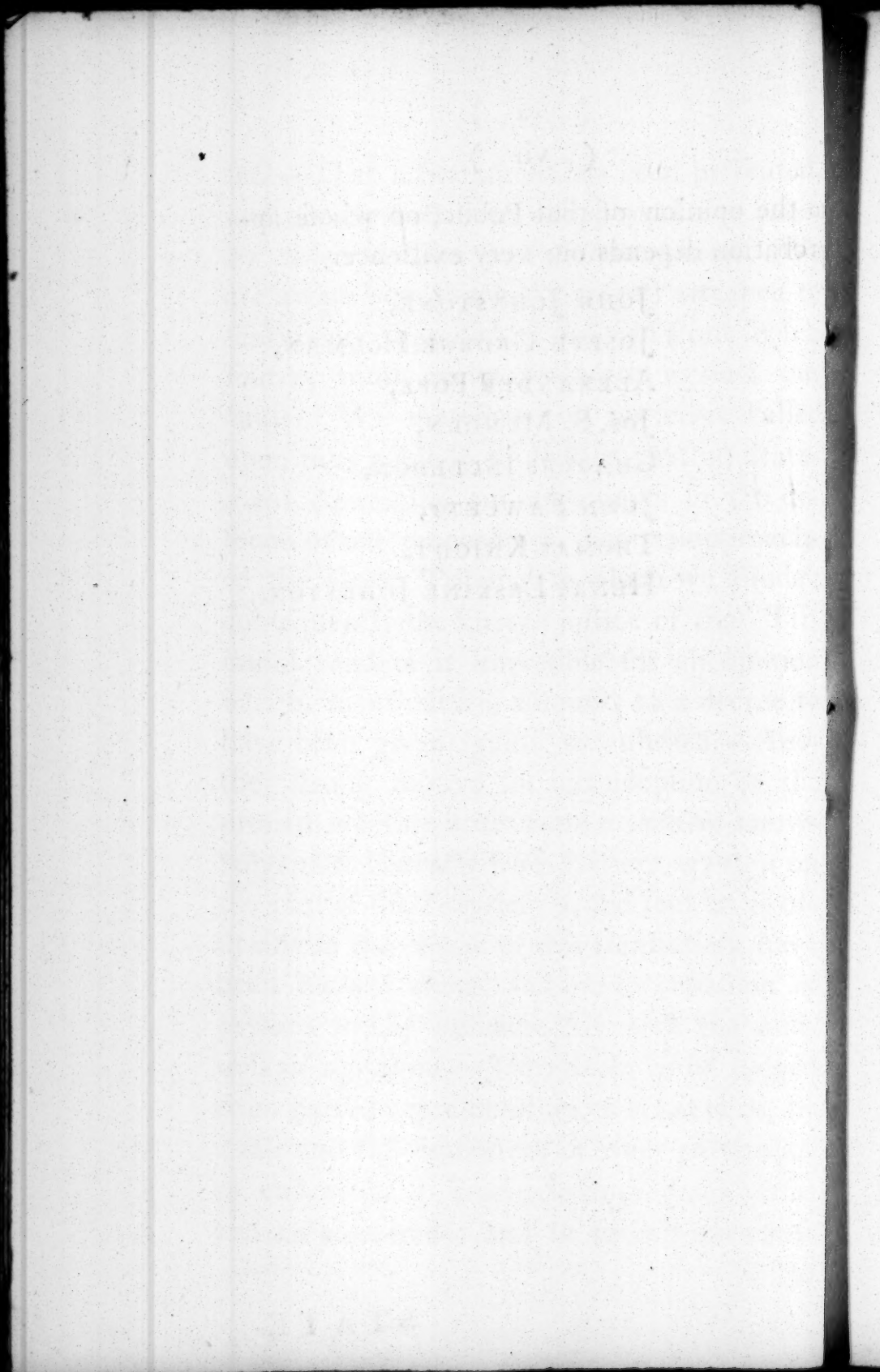
We are at length convinced, to our great regret, that those wishes and hopes were vain.

As our dispute, therefore, must eventually become a subject of general notoriety and discussion, we trust we are justified in our present resolution of offering to the Public the whole Proceedings, equally furnishing the arguments of the Proprietors with our own. This communication is the more necessary, from a report being very current to this effect

fect—That a Statement has been presented, and our conduct been disapproved *in a quarter where decision must follow opinion*. We are aware how much the respect attached to sentiments supposed to proceed from such a source, must excite prejudice against our cause. We therefore feel ourselves called upon thus publicly to declare, that no Statement containing our arguments in the defence of our proceedings, has yet approached the Great Tribunal to which we allude; consequently the known justice of that Tribunal renders it impossible for an opinion which, in its nature, amounts to a decree to have been given against us unheard.—Another strong motive for our adoption of the present measure arises from a positive knowledge that Extracts from Letters, written on the part of the Proprietors, and sent to us officially in the course of this transaction, have been handed about, and are in possession of persons totally unconnected with the business in agitation.—Thus liable to be judged from partial representation, it behoves us, by a fair and full Statement of every particular, to endeavour to eradicate impressions unfavourably received, and to submit our cause

to the opinion of that Public, on whose approbation depends our very existence.

JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.





STATEMENT,

Ec. Ec.

PRIOR to the opening of Covent-Garden Theatre for the present season, a Letter, of which the following is a copy, was sent to the Performers of that Theatre, individually :

“ SIR,

“ I AM directed, by the Proprietors of Covent-Garden Theatre, to give you notice, That, in future, the charge for a Benefit will be £ 160, besides the usual charge of Supernumeraries ; and that no more than three weeks notice will be given of the appointment of any Benefit.

“ Your humble Servant,

“ RICHARD HUGHES.”

“ Treasury, Covent-Garden Theatre,
“ July 26, 1799.”

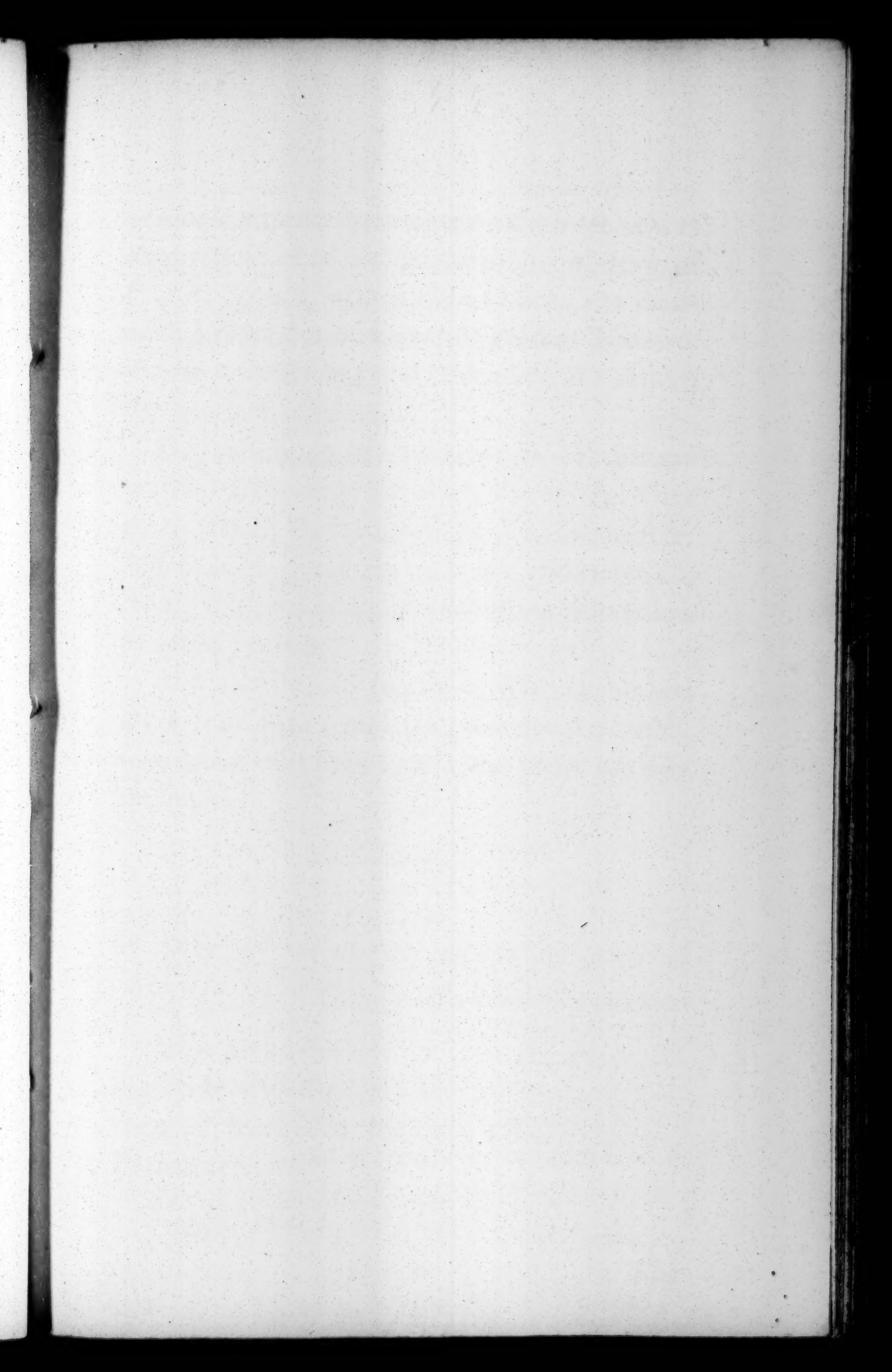
On the commencement of the present season, the Performers found the use of their Orders restrained in a manner very unusual, and apparently very unreasonable ; and were soon informed, that a number of other new restrictions had taken place, which, though individually of a nature seemingly trivial, yet, collectively, militated considerably against their comfort.

Grounds for remonstrance appearing very solid, some of the Principal Performers agreed to assemble, to take into consideration in what manner their complaints could be expressed with the greatest propriety.

The persons who met for this purpose were the Eight who have the honour of offering the present Statement.

Though in possession of the positive knowledge that other Performers felt equally aggrieved, it was conceived that the assemblage of a larger number might not so well answer the purposes of deliberation ; and, as the number specified comprised a majority of the Leading Performers of the Theatre, it was thought sufficient to accomplish every purpose desirable to the body at large.

At this meeting, which took place in November



vember last, and we believe on the 20th, it was determined that a Committee, consisting of four *, should wait on Mr. Harris, the Principal Proprietor of Covent-Garden Theatre, the next morning, and communicate to him the general sentiments.

On calling at Mr. Harris's house, he appointed a meeting that very day at the Theatre. From his reception of the Committee, and from a great part of his conversation, strong hope was entertained of his disposition to grant redress.

At his desire, the following Memorandums were sent him ; and we presume the correspondence will now supply the place of narrative.

A Copy of the Memorandums delivered to Mr. Harris on the 21st of November 1799.

SUCH arrangement to take place respecting Orders, as shall prevent all future difference of sentiment between Proprietors and Performers.

* Messrs. Holman, Pope, Fawcett, and Knight.

The proposed additional charge of Twenty Pounds, on Benefit nights, we consider unreasonable.

As also the excessive fine of Thirty Pounds, instead of Five, for the refusal of a Character.

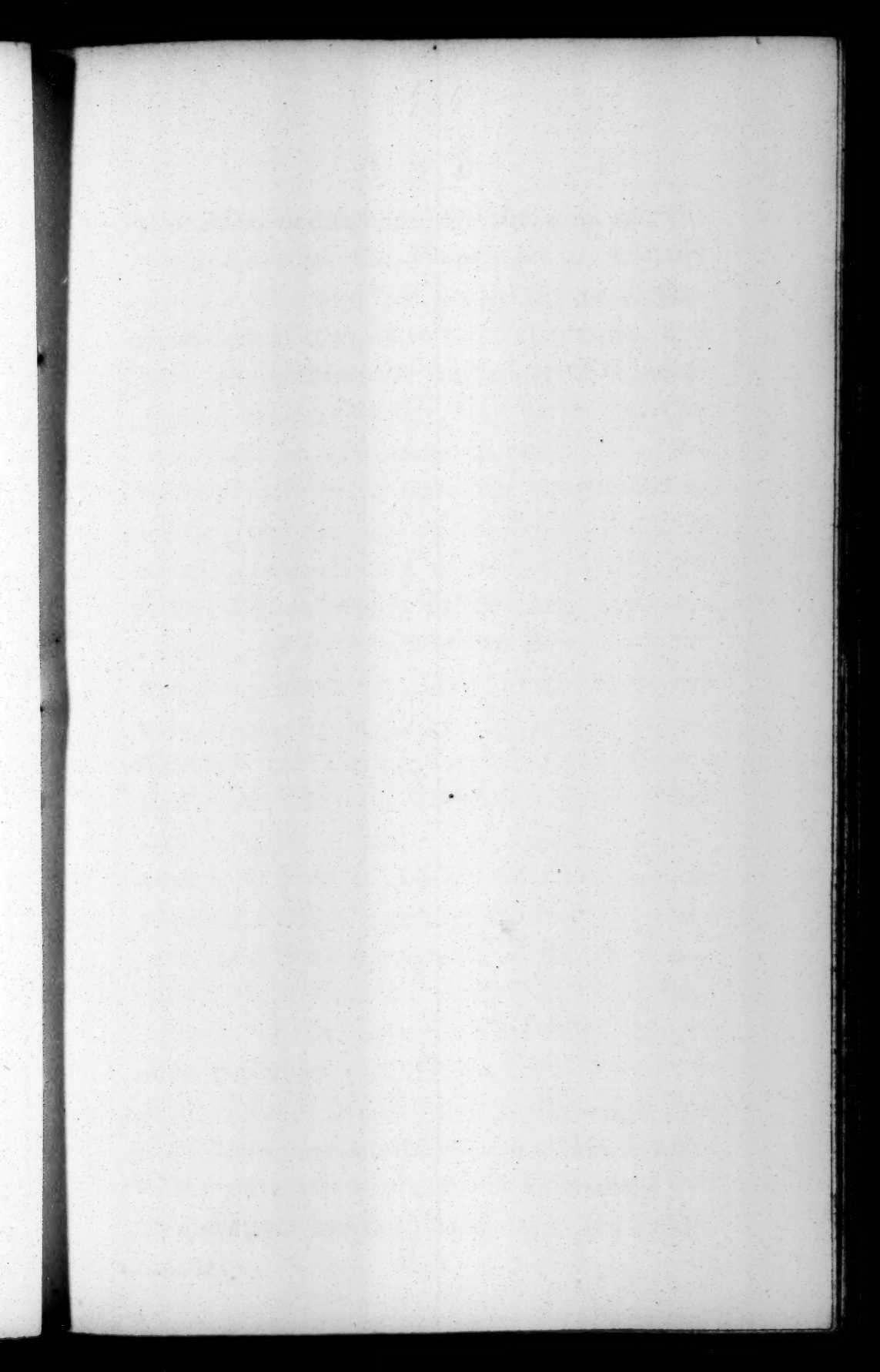
Jos. S. MUNDEN,
JOHN JOHNSTONE,
CHARLES INCLEDON,
HENRY ERSKINE JOHNSTON,
ALEXANDER POPE,
JOHN FAWCETT,
Jos. GEO. HOLMAN,
THOS. KNIGHT.

To Messrs. Munden, &c. &c. &c.

GENTLEMEN,

IN pursuance of my promise,
I acquaint you with the sentiments of the
Proprietors on your Memorandums.

Respecting Orders, they say, that Orders
have ever been held (and ever must be) as a



gratuitous indulgence on the part of the Theatre:—that the Proprietors are heartily disposed to make that indulgence as accommodating as may be to the Performers, and have no intention of curtailing that indulgence; on the contrary, they mean that Orders shall be allowed to be current at least as frequently as has been the practice heretofore; and that due notice shall be stuck up in the Green-Room, at twelve o'clock, on every day on which Orders are to be allowed. As to the charge on Benefit nights, the Proprietors say, that such charge has ever been regulated by the actual expenditure of the Theatre on each night of performance; that the Treasurer of the Theatre is ready to make declaration, that the present charge is much under the nightly expence; that the enlargement of the Theatre, and the advancement of the price, are much more than an equivalent to the Performers for the unavoidable increased charge; that the charge at Drury-Lane Theatre is Forty Pounds per night more than the present charge at Covent-Garden; that due notice was given to the whole Company, two months previous to the opening of the season,

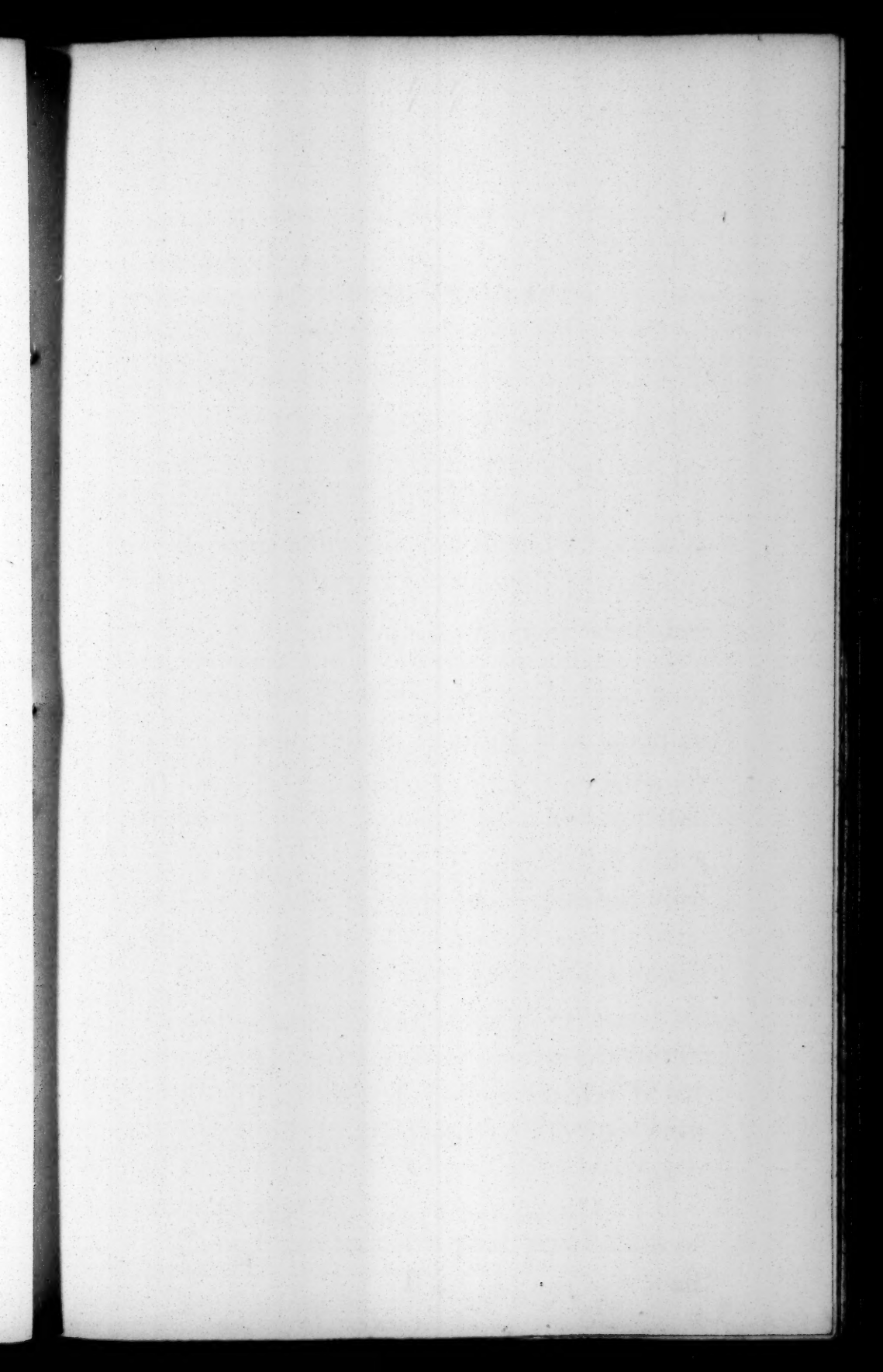
of the present established advance ; and that, therefore, no reasonable ground of complaint appears to the Proprietors thereon.

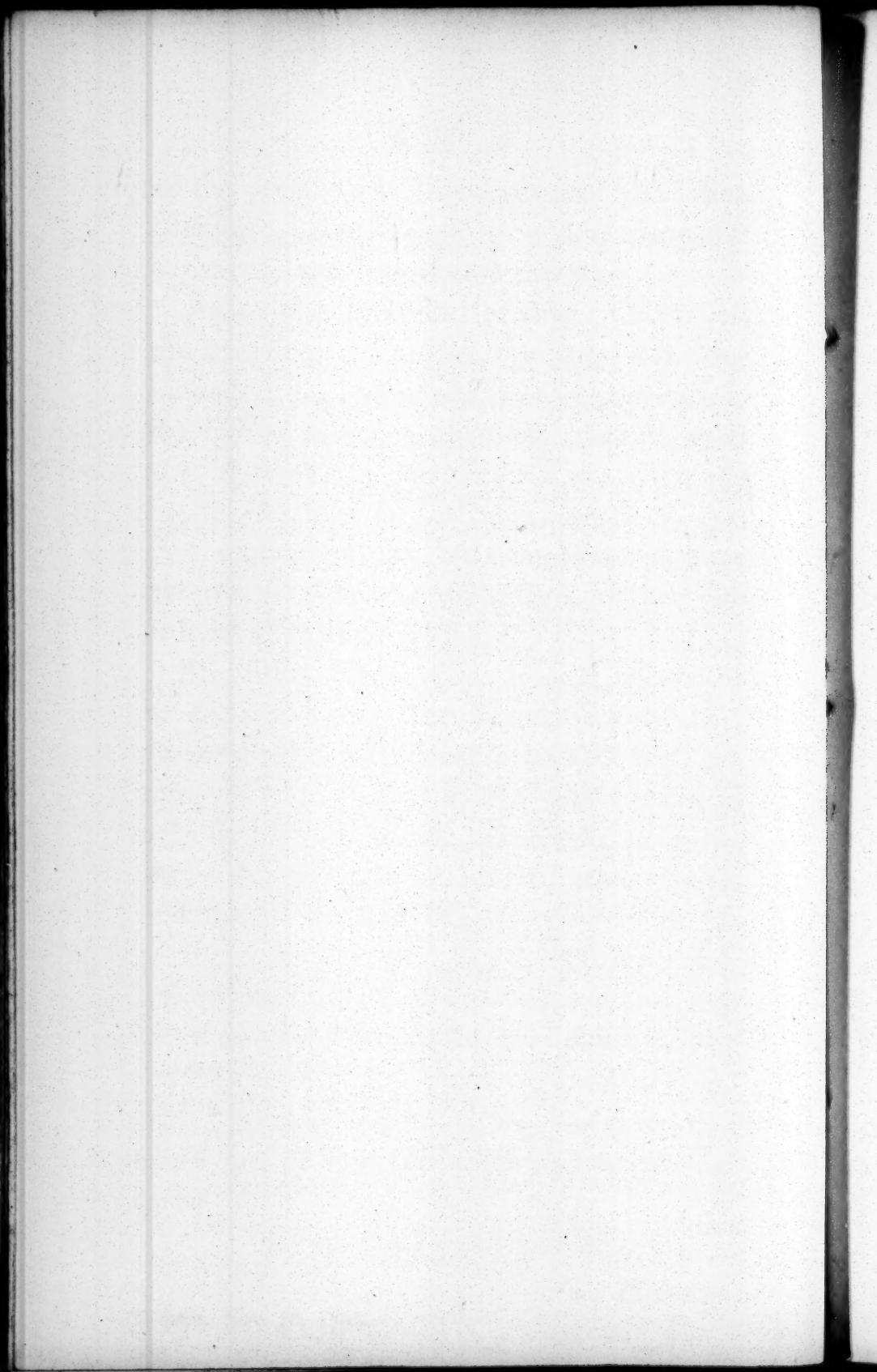
As to the fine for refusing a Character, the Proprietors say, that the same was established at the end of the season previous to the last, without a murmur ; that many of you allowed the necessity of it ; that the happy effect of it has been notorious, for, that not a single fine has been imposed since the present sum was established, on any one individual in the Company.

And now, Gentlemen, I must beg leave to declare to you, that, as a *Committee*, or a *Deputation*, I will henceforward know nothing of you ; that every Performer is bound only by his own specific agreement, as to the above Memorandums, and all other clauses and conditions, and has no pretence of interfering for the rest ; that I trust it is needless for me to say I have been, and ever will be, ready to listen to the complaint, and to redress the wrong, of every individual ; and that I remain happy in the conviction that every one of you (disjunctively) knows me to be

His assured Friend and Servant,

T. HARRIS.





To Thomas Harris, Esq.

SIR,

YOUR Answer, in the name of the Proprietors, to our Memorandums, we regret to find totally unsatisfactory.

By your desire that we should simply deliver to you Memorandums without the formality of a Memorial, we concluded that you fairly opened the door to discussion. We therefore briefly stated the grievances foremost in our minds, trusting that occasion would not be denied us to substantiate by argument, those so expressed; and to detail others hinted at in the conversation which a part of us had the honour of holding with you.

The last clause of your Letter fills us with the utmost concern, as we learn by it your resolution to debar us of the friendly communication to which we confidently trusted for the redress of our grievances, and from which we sincerely hoped we never should have occasion to appeal.

Though we conceive your prohibition of

all intercourse with us sufficiently strong to preclude even an Answer to your Letter, yet we feel ourselves irresistibly influenced, by our ardent wishes for a friendly accommodation, to entreat you, Sir, to rescind the determination of shutting your ears to the remonstrances of a community, whose interests and yours ought never for an instant to be considered distinct.

We remain, Sir,

Your very obedient Servants,

JOHN JOHNSTONE,

JOS. GEO. HOLMAN,

ALEXANDER POPE,

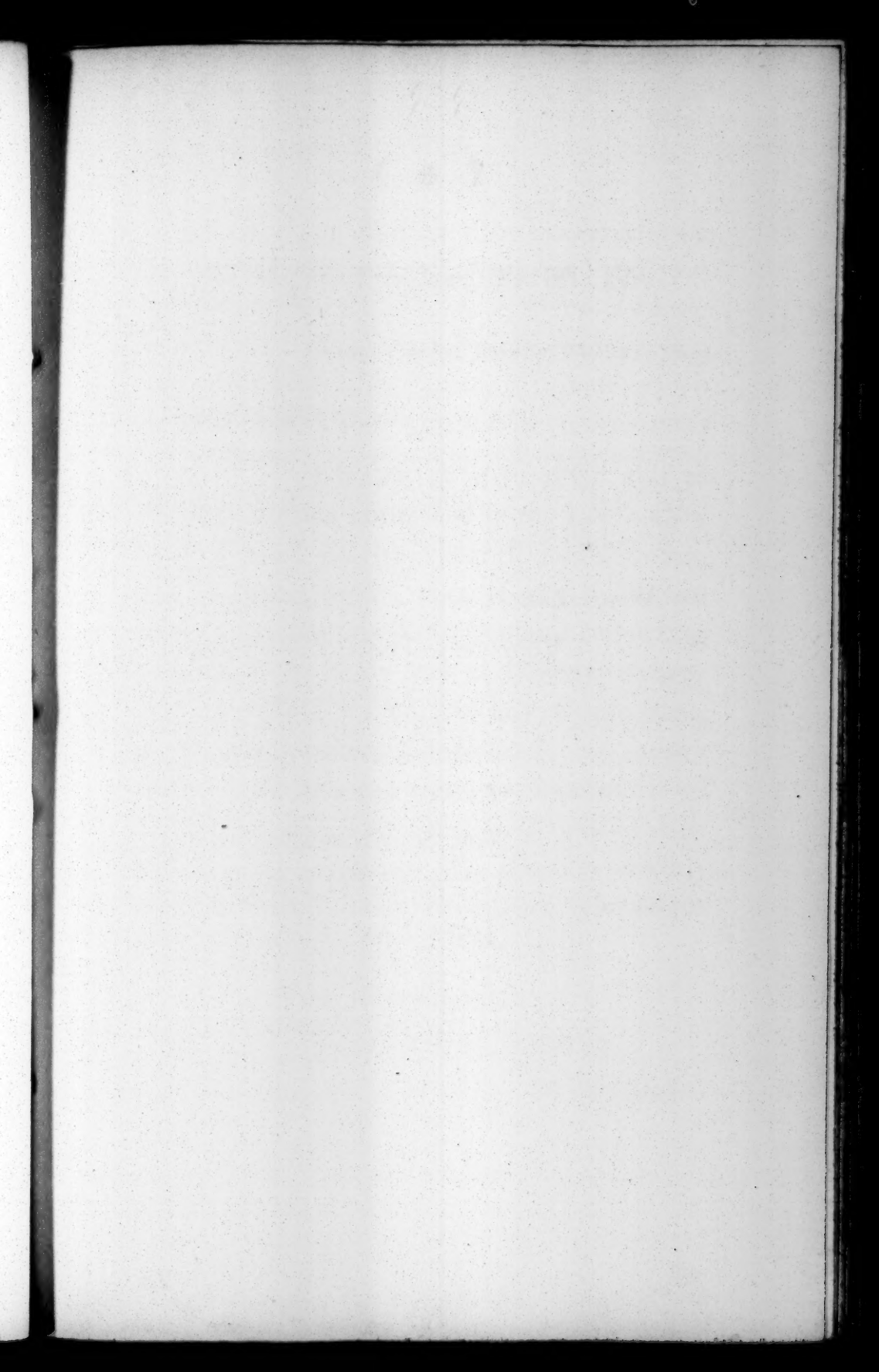
JOS. S. MUNDEN,

CHARLES INCLEDON,

JOHN FAWCETT,

THOS. KNIGHT,

H. E. JOHNSTON.



To Messrs. Johnstone, &c. &c. &c.

Covent-Garden Theatre, Dec. 11, 1799.

GENTLEMEN,

I HAVE only to refer you to the Resolutions contained in my last:—they were formed on the maturest consideration, and I repeat again, that if any individual among you has any just complaint respecting *himself*, I am ready now and always to hear and to redress it; but, to any Committee, or its Deputation, I will reply no more; being well assured, from an experience of a Theatre for thirty years, (and indeed your last Letter confirms the obvious truth,) that in such a body imaginary grievances will arise continually and eternally.

I am, Gentlemen,

Your obedient Servant,

T. HARRIS.

To Jos. Munden, Esq.

DEAR MUNDEN,

I AM as much surpris'd, as I am concerned, to learn that some necessary regulations in the lesser departments of the Theatre have been carried to an extent that has given my friends cause of uneasiness:—and I beg to assure them, if they will specify the instances to me, they shall be immediately remedied, (as they would before, had I known of them,) having no wish more at heart, than being considered by my Brethren as their

Sincere Friend and Servant,

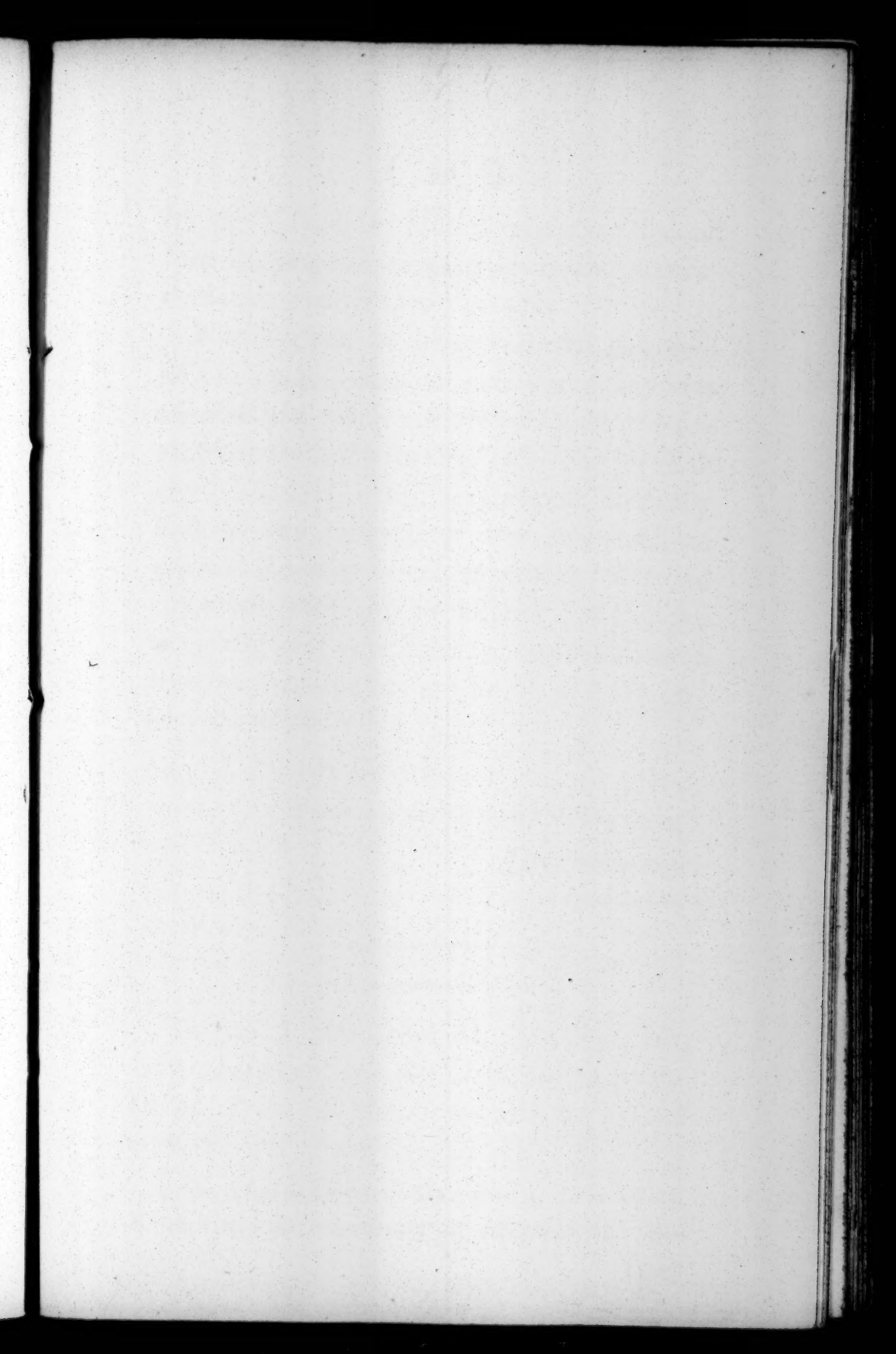
WM. THO. LEWIS.

December 13, 1799.

To William Thos. Lewis, Esq.

DEAR SIR,

I HAVE communicated the contents of your obliging Letter, and am directed



by my friends to assure you, that we all feel the greatest satisfaction at the accommodation you so kindly propose.

Nothing can be more earnestly the wish of our hearts, than to have our differences adjusted in a manner so amicable, that no unpleasant sensation may be left in the breast of any individual. But, as we must naturally look to the removal of the grievances of greatest moment already expressed, before we enter into those of an inferior nature, we anxiously wait your answer, to be informed whether those points are likely to be reconsidered and redressed.

I remain, Dear Sir,

Your obedient humble Servant,

JOS. MUNDEN.

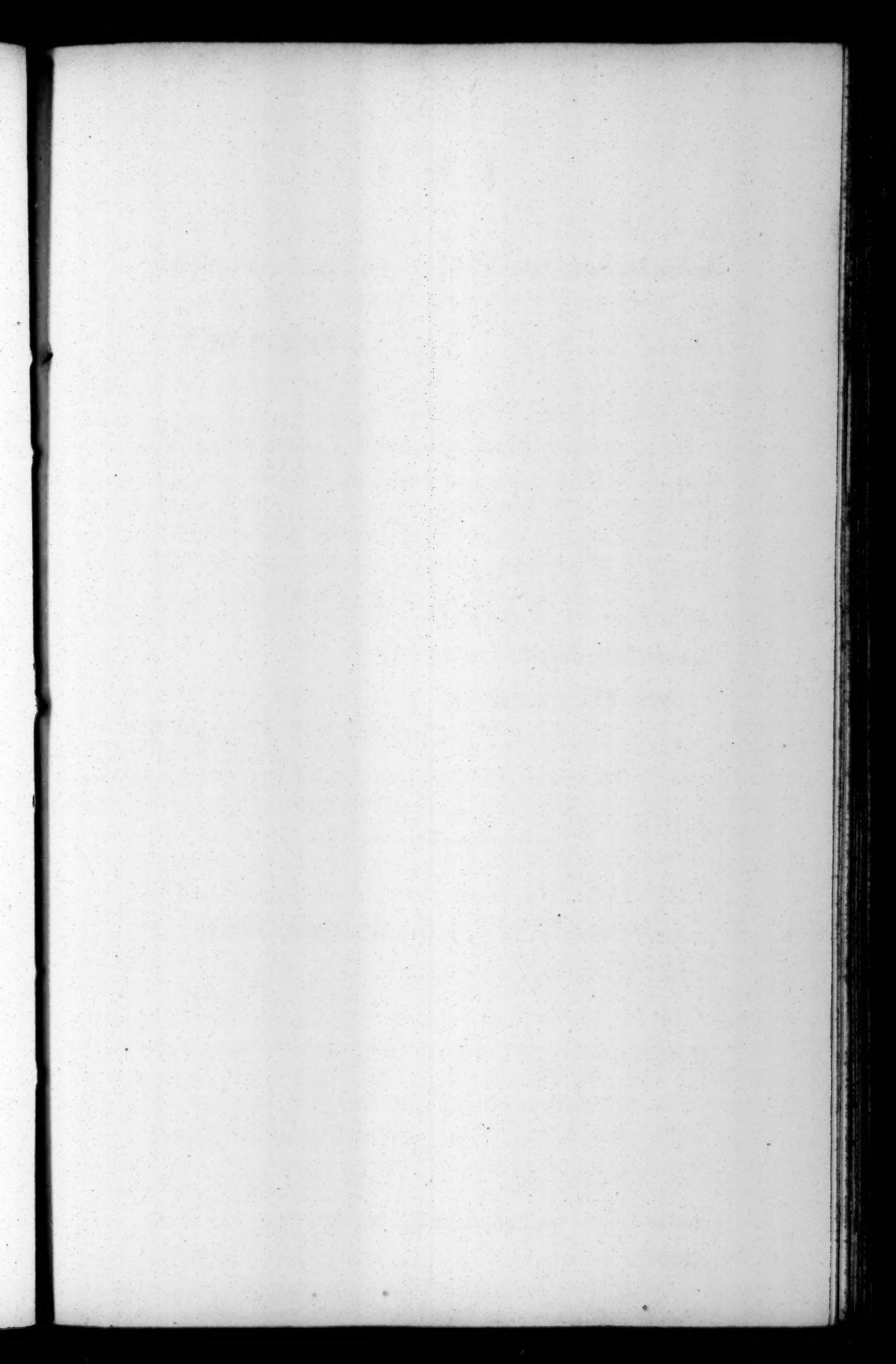
To this Letter from Mr. Munden, Mr. Lewis answered verbally, that, on the points expressed in our Memorandums, he agreed with the rest of the Proprietors.

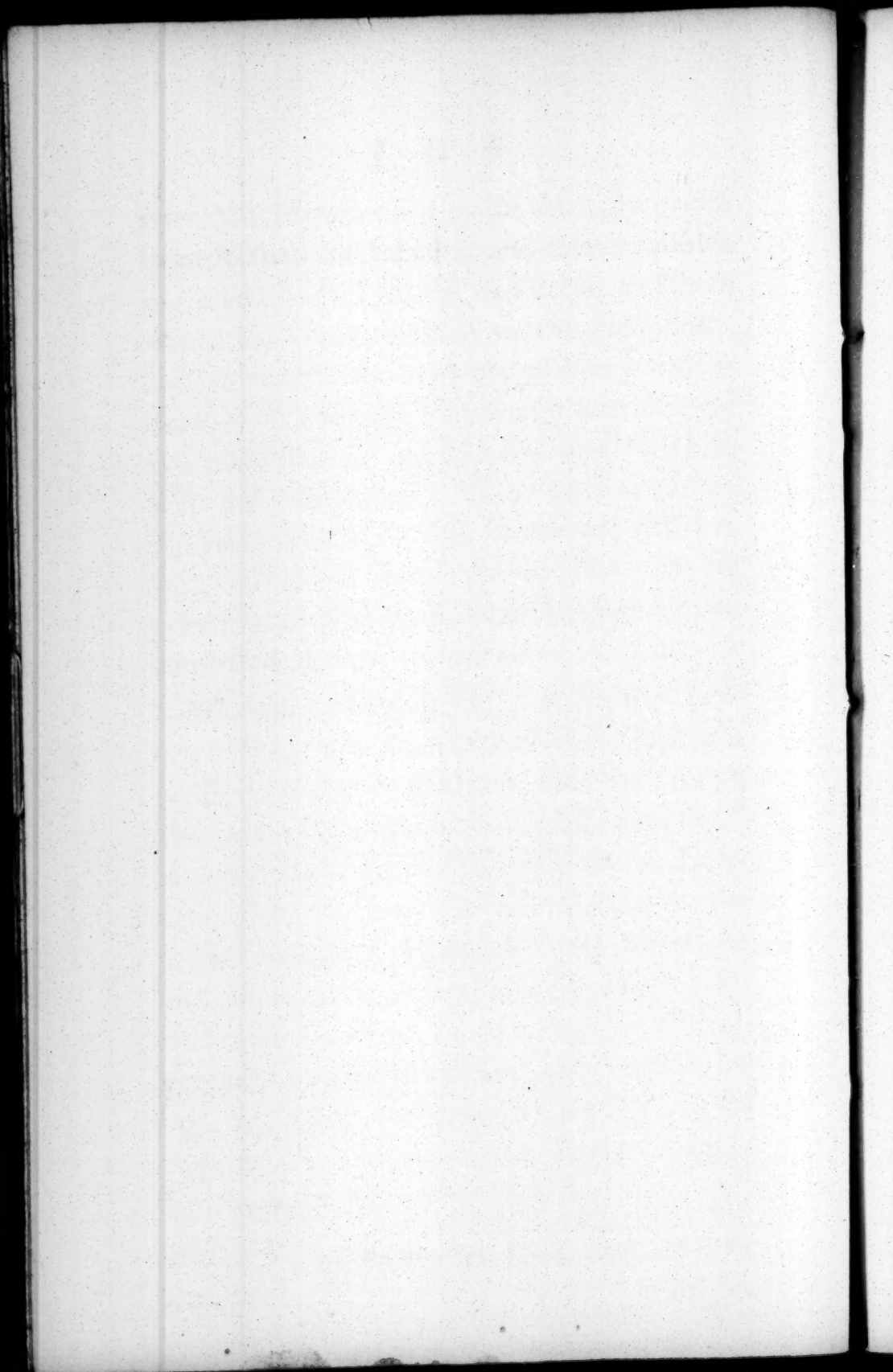
The negotiation with Mr. Lewis being at an end, it was thought necessary to answer

swer Mr. Harris on a point strongly urged to us in both his Letters, and to the following effect :—" That he had been, and ever would be, ready to listen to the complaint, and to redress the wrongs, of every *individual*."—We begged to acquaint him that we saw no reason for *individually* troubling him with our complaints ; for, as they would be the same which we had *jointly* expressed to him, we could entertain no hope of his granting us *separately* what he had refused us *collectively**.

Mr. Harris having stated in his first Letter, " That the Treasurer of the Theatre is ready to make declaration, that the present charge is much under the nightly expence," it was thought proper to refer to the Treasurer (Mr. Hughes) for information on the subject.—Messrs. Holman, Pope, Johnstone and Munden were accordingly deputed for that purpose ; when, on declaring himself unprepared to give the desired information, he was requested to communicate it when he was able.—The following Letter was in consequence received from him :

* The Copy of this Letter is lost.





Messrs. Holman, Pope, Johnstone, and Munden.

GENTLEMEN,

ACCORDING to your request on Monday last, I have, by the direction of Mr. Harris, made an accurate calculation of the nightly expences of the Theatre, and find that it exceeds very considerably the sum of One Hundred and Sixty Pounds per night.

I am your humble Servant,

RICHARD HUGHES.

Treasury, Cov. Gard. Theatre,

Dec. 19, 1799.

To Richard Hughes, Esq. Treasurer.

SIR,

MR. HARRIS's having referred us to you in your official capacity, we presumed it was for the purpose of receiving not only the amount of the nightly expences, but their specification. We shall
esteem

esteem ourselves obliged to you for the particulars as soon as may suit your convenience, as the difference of sentiment which exists on this point must of course be finally adjusted by the charges being proved to have their foundation in justice*.

We are, Sir, your humble Servants,

JOHN JOHNSTONE,
JOS. GEO. HOLMAN,
ALEXANDER POPE,
CHARLES INCLEDON,
JOS. S. MUNDEN,
JOHN FAWCETT,
THOS. KNIGHT,
H. E. JOHNSTON.

December 24, 1799.

To

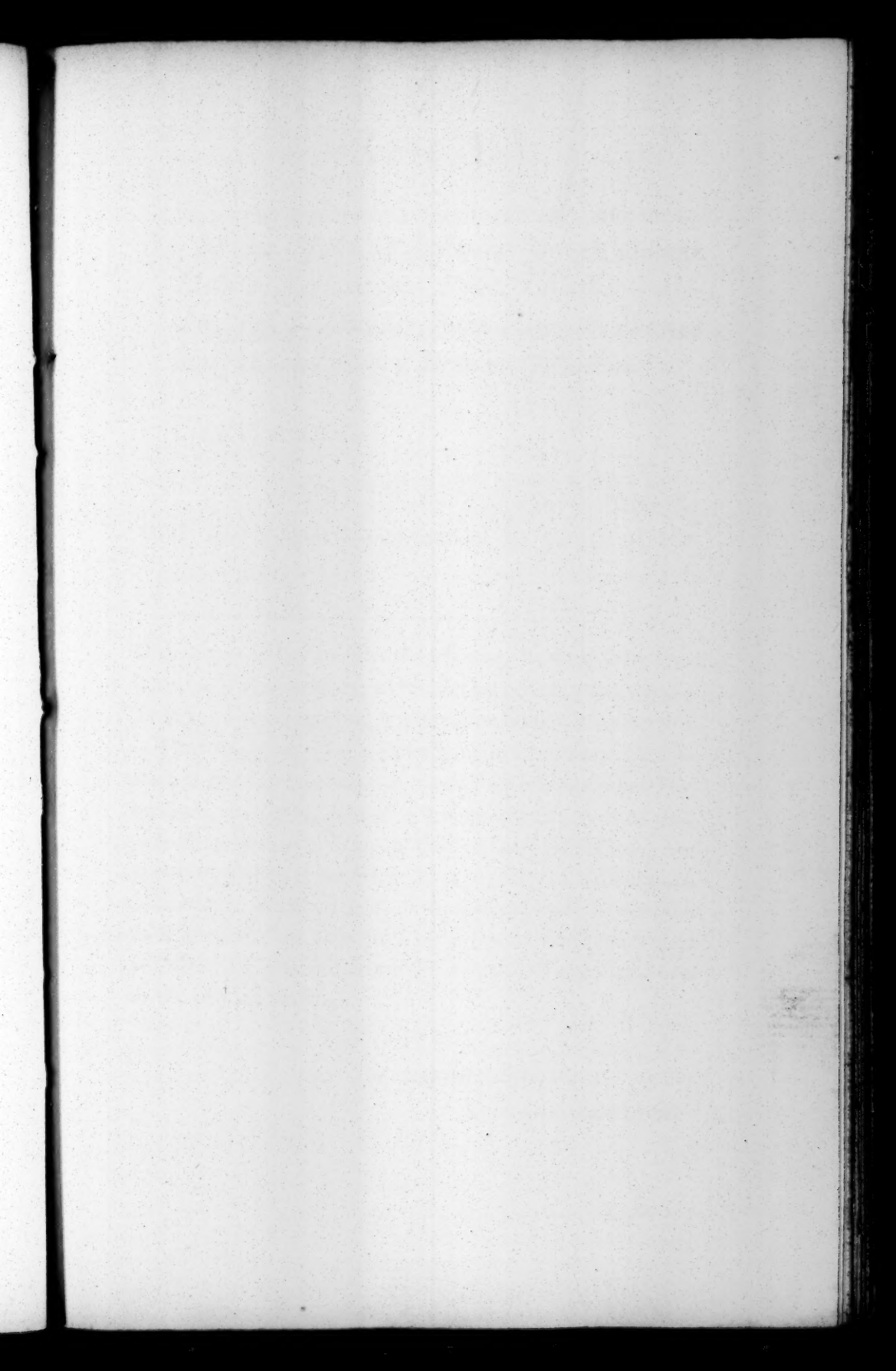
**The following Letters were received, by the two Performers specified, from Mr. Barlow, who was formerly Treasurer of Covent-Garden Theatre.*

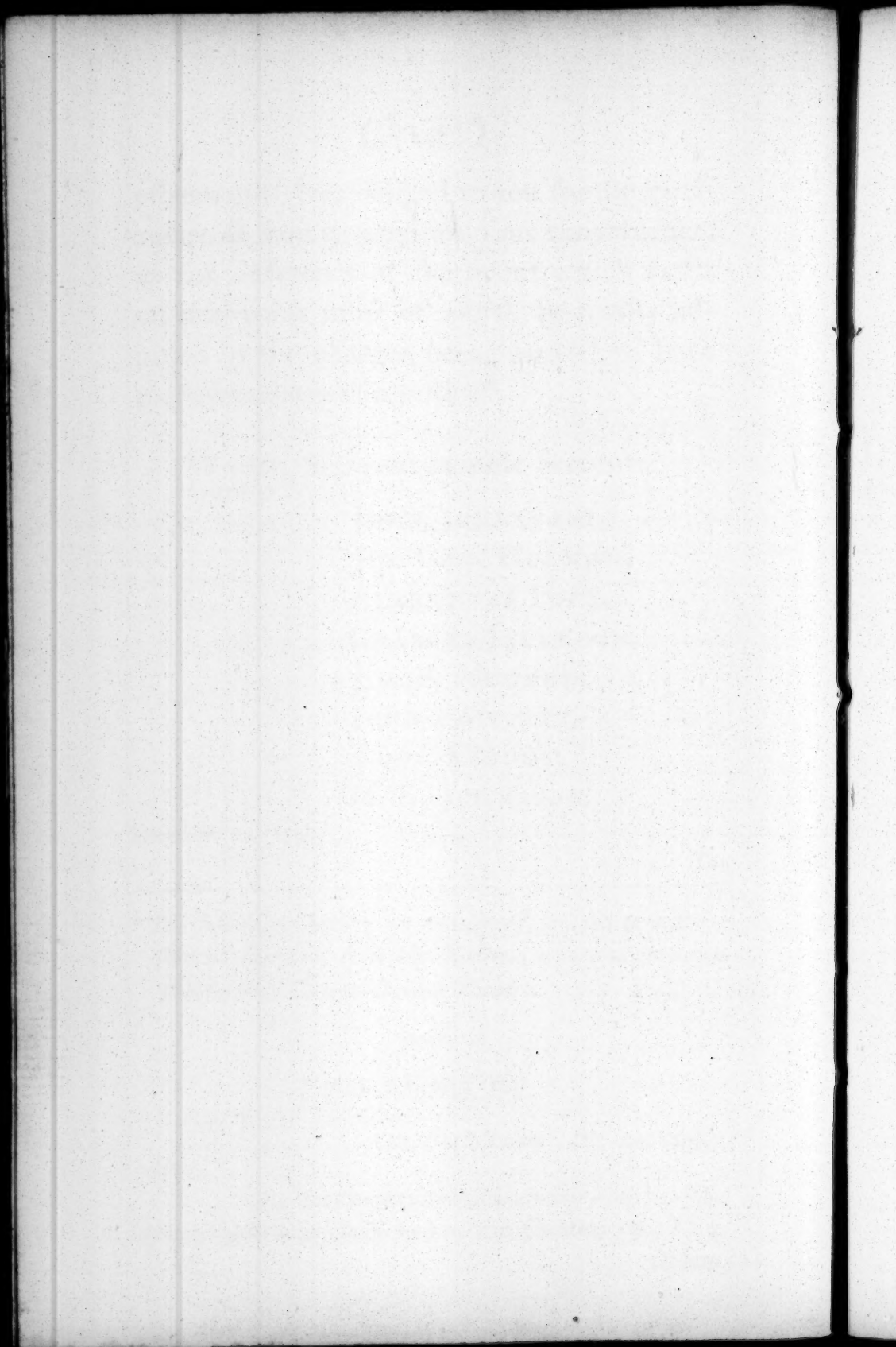
John Johnstone, Esq.

Cov.-Gard. Theatre, Dec. 24, 1799.

SIR,

As the Proprietors cannot recede from the following regulations established in the Theatre, viz. That
Orders





To Messrs. John Johnstone, Joseph George Holman, Alexander Pope, Charles Inledon, Jos. S. Munden, John Fawcett, Thomas Knight, and Henry Erskine Johnston.

GENTLEMEN,

THE Proprietors are of opinion,
that the request contained in yours of the
24th

Orders are to be considered in future, as they have ever been, only as a courtesy, and under no pretence as a right—That the fine for refusing a Character be not less than 30l.—That the charge for a Benefit be not less than 160l.—And as you have combined yourself with seven other Performers, in the middle of a season, for the avowed purpose of extorting a right to Orders, and of resisting the above regulations; the Proprietors request you will let them understand, without delay, whether they are to consider such conduct, on your part, as a notice that you intend withdrawing yourself from the Theatre at the expiration of the present season.

I am, Sir,

Your obedient Servant,

EDWARD BARLOW.

24th inst. is, for obvious reasons, totally unreasonable ; and, as you have thought proper to

To Edward Barlow, Esq.

SIR,

As you put your question to me on false premises, I can make no answer to it.

I am, Sir,

Your obedient Servant,

JOHN JOHNSTONE.

Mr. H. E. Johnston.

Cov. Gard. Theatre, Dec. 23, 1799.

SIR,

As you entered into an Article in July last, with the previous notice that the fine for refusing a Character was Thirty Pounds, and of the advance in the charge for your Benefit, the Proprietors request an explicit answer to the following questions :

1st, Whether, by your conduct in combining yourself with seven other Performers, you mean to get rid of certain clauses in your Article ?

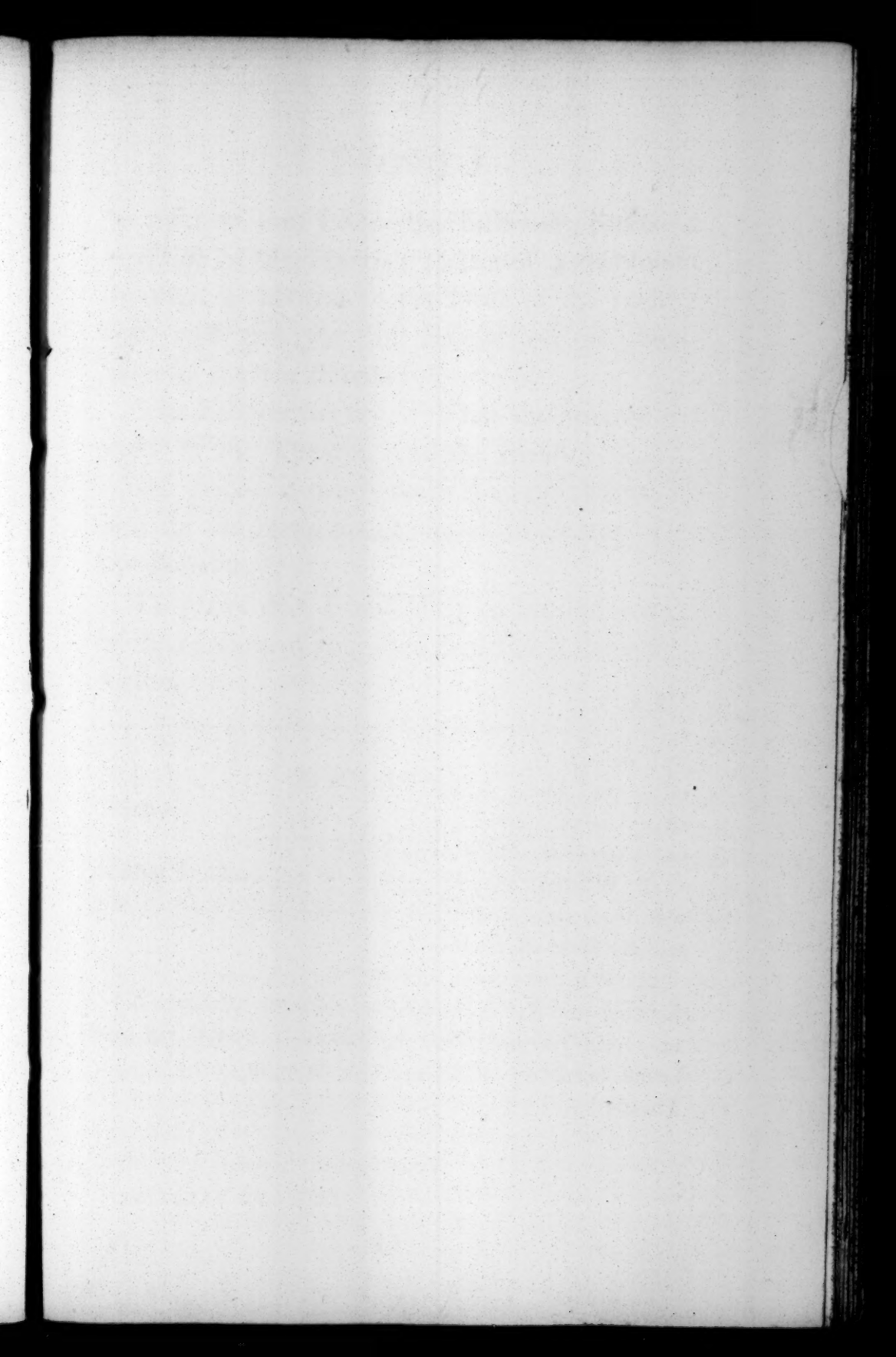
2d, Whether you are desirous, by such means, of rescinding your Articles altogether ? Or, 3dly, Whether you only mean to extort from the Proprietors a right (never before heard of) of having free Admissions into the Theatre ?

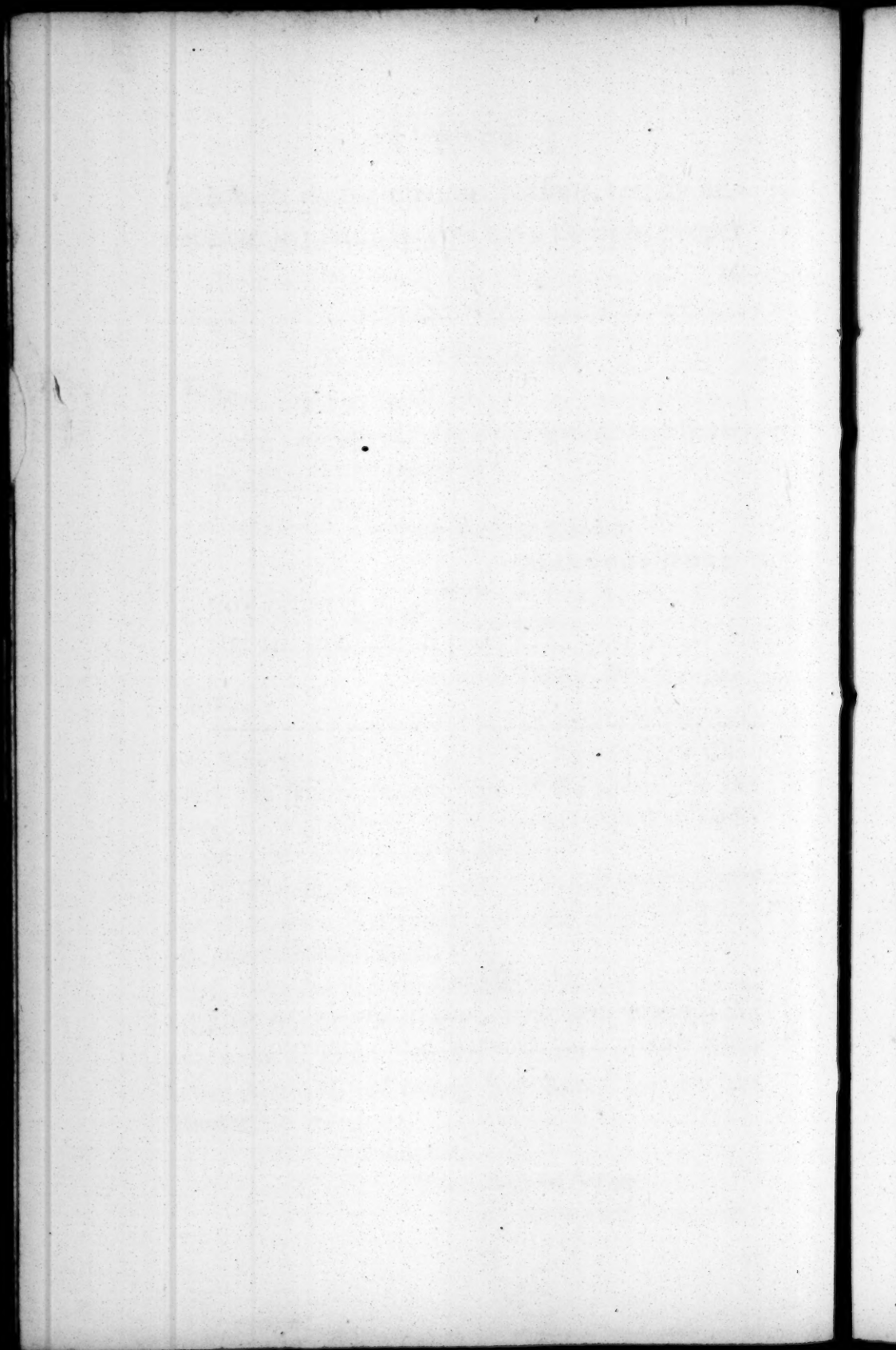
I am, Sir,

Your obedient Servant,

EDWARD BARLOW.

To





to refer to me, I hope the following corroboration of Mr. Harris's Letter of 30th November, in addition to my Note of the 19th inst. will give you full satisfaction on the subjects therein stated.

The Proprietors say, " That the enlargement of the Theatre, and the advancement of the prices, is much more than an equivalent for the unavoidable increased charge of the Benefits."

To prove this, I have only to remind you of the receipts of your own Benefits in the last season.

To Mr. Barlow.

SIR,

I CANNOT answer your questions; as, by the manner in which you ask them, you appear to take for granted what has no foundation in truth.

H. E. JOHNSTON.

[We trust the unjustifiable tenor of the above Letters from Mr. Barlow, is too obvious to need a comment.]

	Benefit Receipt.		Salary.		Clear Receipt of the Season.	
	£.	s. d.	£.	s. d.	£.	s. d.
Mr. Incedon	619	1 0	413	6 8	888	14 2
Mr. Holman	350	2 0	380	0 0	577	14 0
Mr. Pope	335	19 6	380	0 0	965	0 4
Mrs. Pope	391	0 6	254	13 4		
Mr. Munden	630	12 6	380	0 0	868	6 0
Mr. Fawcett	532	6 6	380	0 0	761	2 6
Mr. H. Johnston . .	334	3 6	380	0 0	817	2 0
Mrs. H. Johnston . .	401	15 0	—	—		
Mr. J. Johnstone . .	478	0 0	318	6 8	650	17 2
Mr. Knight	392	3 0	318	6 8	566	16 2
	4463	3 6	3205	13 4	6095	12 0

It is well known that the receipt on a Benefit is in proportion to the public estimation, or the extent of the circle of connection, each Actor may possess; and if any Performer should be deficient in either or both of these circumstances, it is assuredly unjust that the Proprietors should be at a *certain* nightly loss of a *large* sum, merely to give a Performer, without popularity and

* For positive and immediate proof of the incorrectness of the above statement, let the Reader take the trouble of adding up the column of "Salary," and of "Clear Receipts;" and for conviction of the fallacy of this calculation of income, and of the average made on it in the latter part of this Letter, we refer to pages 58 and 59.

without

[1] Though there has been a small error as appears, in the printer, This statement is correct. The clear receipt appears not equal to the Benefit receipt and the Salary added together, because in the Table, the charge for the house is not specified, though it is deducted. For instance, Mr Incedon's Benefit receipt amounted to £619..1.- and his salary to £413..6. 0. which sums added, make £1032..7. 0. from which deduct the charge of the house, being £143..13. 6 and the clear receipt of the season, paid to Mr Incedon was £888..14..2, and so of the rest, as the Books of the Treasurer testify.

NB. Notwithstanding the cavil of the complainants it appears, that on an average, the annual income of each, including their summer engagements, cannot be less than one thousand pounds.

without extensive connection, a *chance* of obtaining, at best, a very *small* one.

As to the fine for refusing a Character, I have heard, and believe, that much disgust has been given to Authors, and much injury has been sustained by the Property, by the rejection of Characters :—notwithstanding which, Mr. Harris is perfectly correct in saying, he has never, at any time, directed a single fine to be levied on either of the complaining parties ; and, as I believe, not more than four or five during the fourteen years I have been in the Treasury.

The Proprietors say, That “ Orders have ever been held as a gratuitous indulgence.” I have never heard of any kind of pretence or claim to a right of Orders ; on the contrary, they have never been allowed on any night, without special leave of the Manager ; and when Orders have been sent without such permission, they have been either stopped at the doors, or the amount of them deducted out of the salary of the Performer so offending against the established usage of the Theatre.

And now, Gentlemen, as a friend not only to my Employer but to the Theatre in

general, give me leave most earnestly to entreat you to put an end to the present cabal in the Theatre, and to give over vainly endeavouring, by threats and other means, to prevail on respectable Actors to join in a combination which may probably end in very serious consequences; the simple question being no more than—Whether the Theatre shall be governed and controlled by Eight Performers, each of them receiving, in one season, as above stated, on an average, £760 per annum, exclusive of his summer emolument, sick or well, act or not act, without risk of any sort?—or, Whether the management, with all its detailed regulations, should remain with the Proprietors, who, with the risk of an enormous capital, loaded with every sort of incumbrance, receive a profit very precarious, and depending altogether on conduct, good fortune, and the favour of the Public?

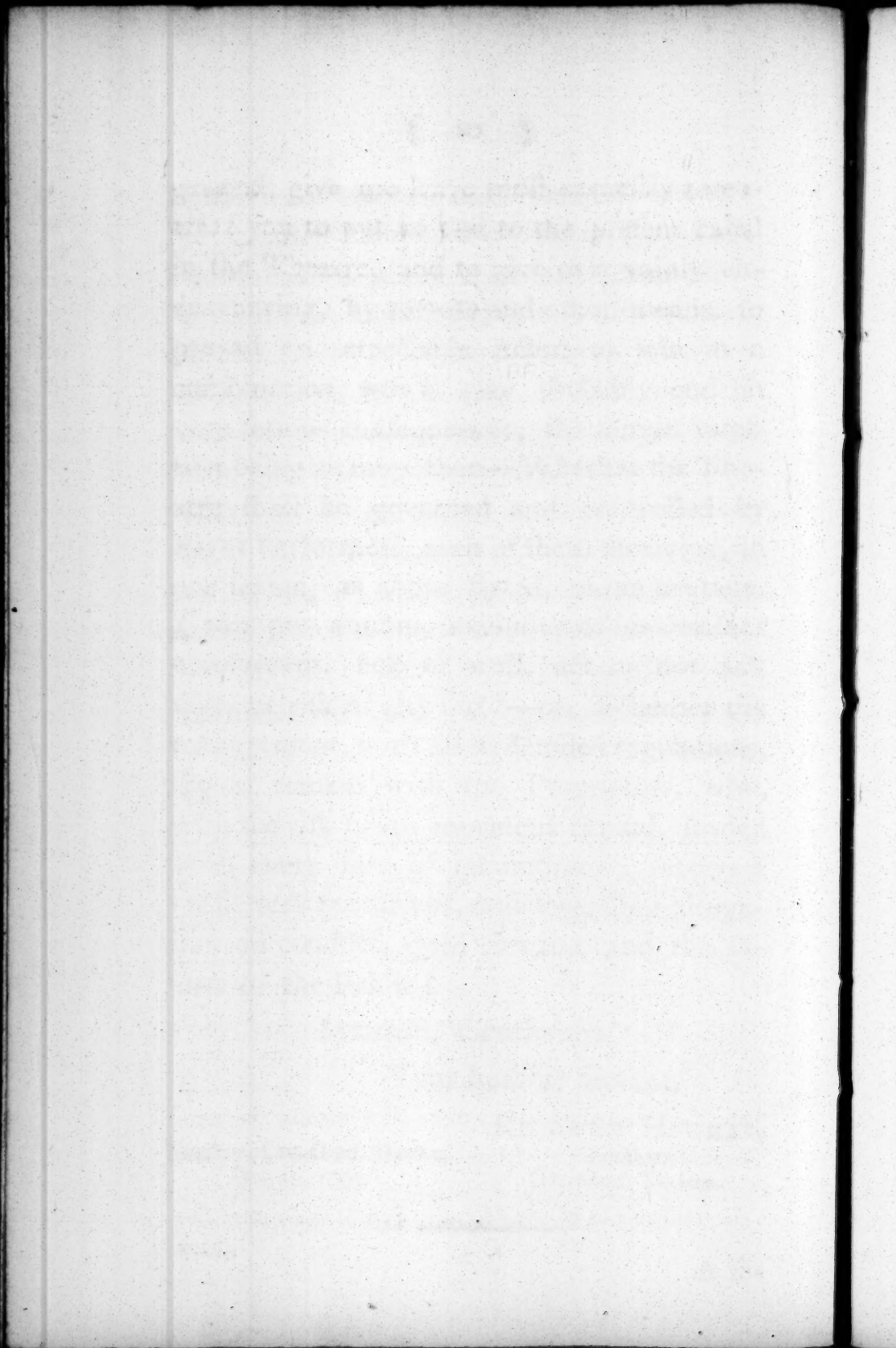
I remain, Gentlemen,

Your humble servant,

RICHARD HUGHES,

Treasury, Cov. Gard. Theatre,
Dec. 25, 1799.

Treasurer,
Cov. Gard. Theatre.



A second negotiation was opened by Mr. Lewis in January, which ended without redress being offered on any subject of complaint.—During this negotiation, the affidavit of the Treasurer was proposed to be given in testimony that the nightly expences of Covent-Garden Theatre do amount to the sum of 160l.—Our reasons for conceiving that such affidavit can convey no conviction on the subject of *Benefit Charges*, as well as every other circumstance necessary for our justification throughout the whole of this transaction, will, we hope, be found in the following Letter, to which we solicit the attention of a candid Public *.

To

* It would be injustice to Mr. Cumberland's good intentions to omit the mention of his obliging interference in endeavouring to effect an amicable accommodation of the present difference; but, as it appeared that the Proprietors had only empowered him to negotiate, without investing him with any authority to declare their intention of removing our grievances, a short conversation with that Gentleman left us more confirmed in the conviction that redress is not to be expected from the Proprietors.

In consequence of the Morning Post of the 4th of January

*To Richard Hughes, Esq. Treasurer of the
Theatre Royal, Covent-Garden.*

SIR,

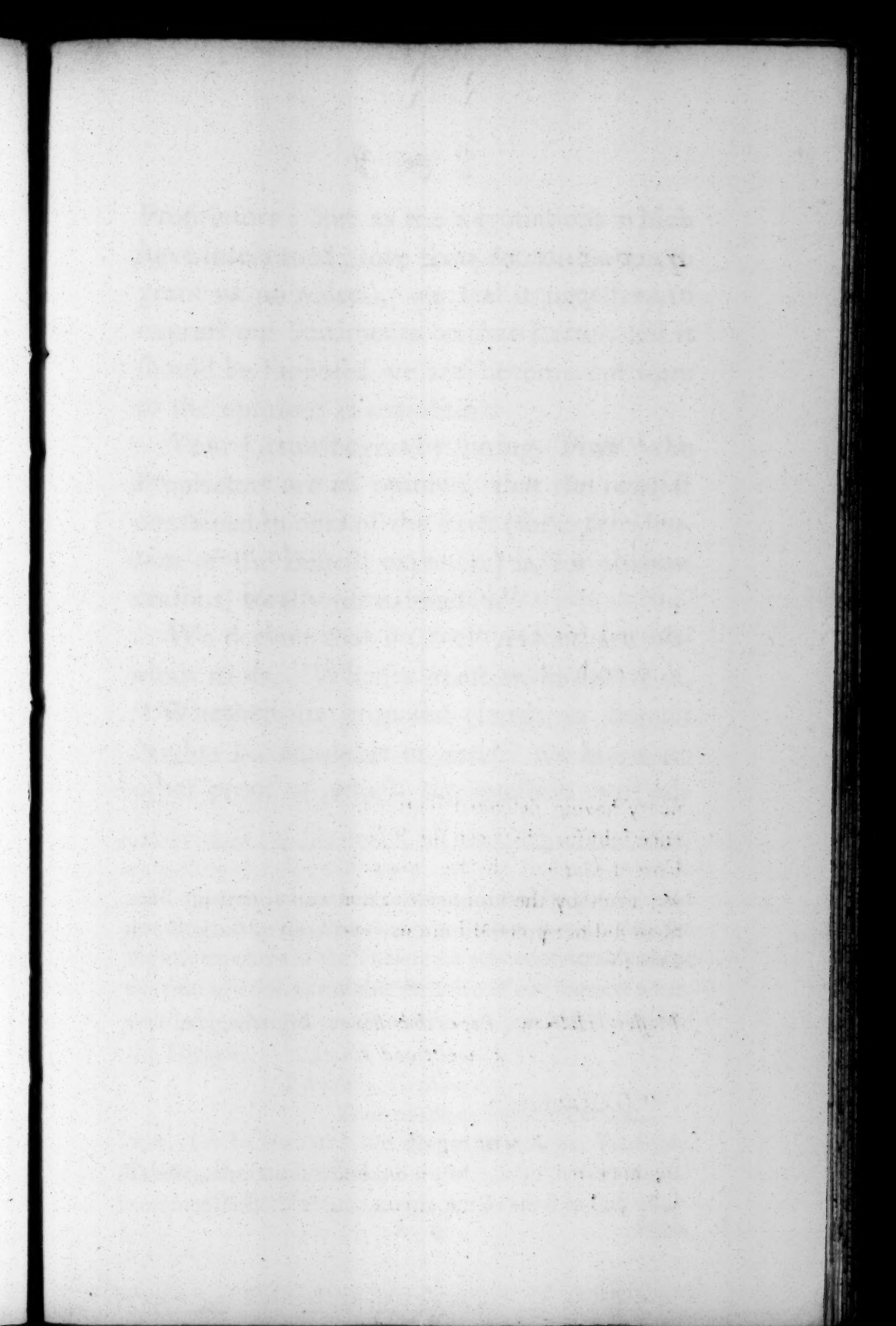
WE were willing to believe, that an answer to your Letter of the 25th of December would be needless ; we flattered ourselves with the hope that an amicable termination of our grievances would have taken place, and consequently the necessity be removed for examining the grounds on which you endeavour to justify the conduct of the Proprietors ;

nuary having delivered sentiments respecting the difference subsisting between the Proprietors and Performers of Covent-Garden Theatre, notwithstanding a declaration was made by the Proprietor of that Paper, that the statement did not proceed from us—we received the following Letter :

*Messrs. Holman, Pope, Johnstones, Munden, Incledon,
Fawcett and Knight.*

“ GENTLEMEN,

A MOST gross mis-statement of facts having appeared in the Morning Post of Saturday the 4th inst. and as some of the circumstances therein contained must



Proprietors ; but as the negotiations which have intervened prove their determination to grant us no redress, we feel it necessary to express our sentiments on that Letter, lest it should be supposed we are become converts to the opinions it maintains.

Your Letter begins by stating, That “ the Proprietors are of opinion, that the request contained in ours of the 24th (for a *specification* of the Benefit expences) is, for obvious reasons, totally unreasonable.”

We declare that no such reasons are obvious to us. When a question in debate is, “ Whether the proposed charge on Benefit Nights be equitable or not?” we know no other proof of which the question will ad-

must apparently have been communicated by yourselves, I am directed by the Proprietors to declare to you, that the nightly expences of the Theatre are very considerably above the sum of 160l. per night, exclusive of any interest whatever being charged on the capital or purchase-money of the Theatre.

I remain, Gentlemen,

Your obedient humble Servant,

RICH. HUGHES, Treasurer.

Treasury, Cov. Gard. Theatre,

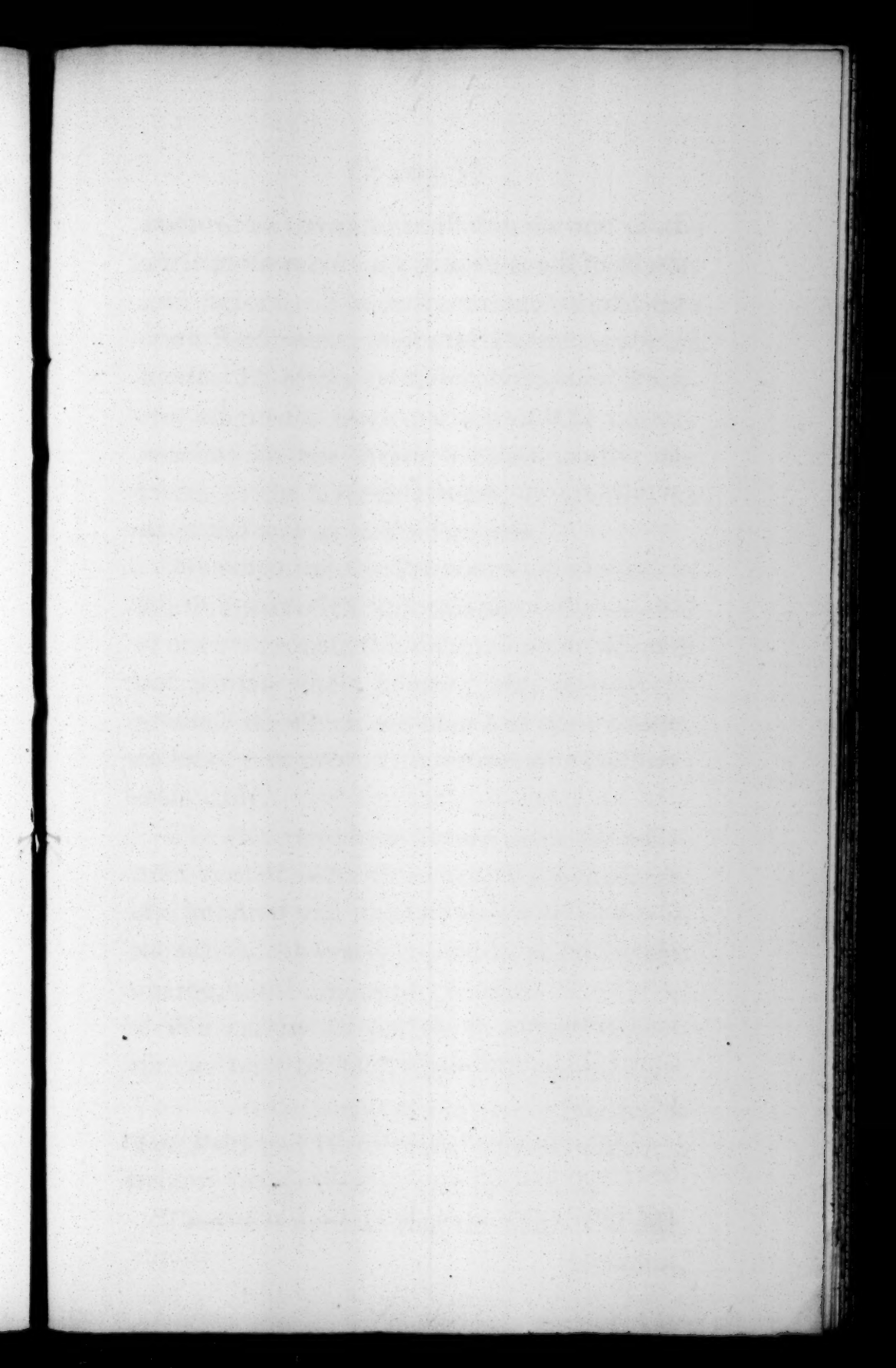
Jan. 9, 1800.

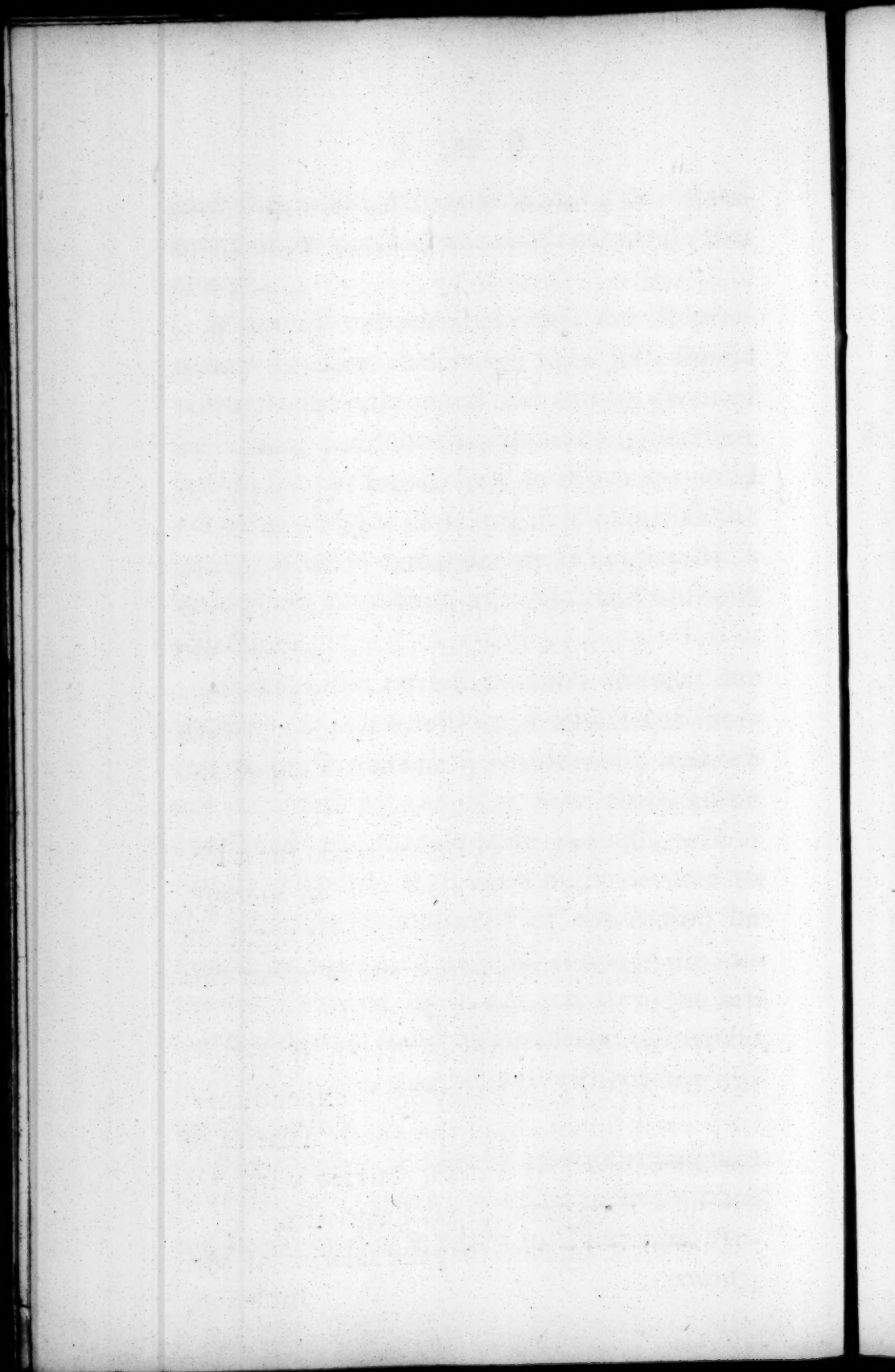
mit, but what will arise from a fair statement of the particulars which constitute that charge.

It is most extraordinary that the Proprietors, who assert the charge to be just, should withhold the only proof that can be given of its justice, and that they should express their wishes for our satisfaction on this point ; and yet conceal from us what, if it manifest the equity of their demands, must convey to us immediate conviction of the futility of our objections.

It is no idle curiosity which actuates our inquiry—it is a question in which our interest is most materially concerned ; and we are at a loss to conceive how that can be construed an unreasonable request, which simply purports, that, on a night devoted to the exclusive emolument of the Actor, he should be informed in what manner the expences incurred by him on that night are substantiated ; more particularly, when he finds his charges augmented without any apparent cause.

The inquiry is clearly nowise repugnant to reason and justice ; and that precedent has not sanctioned a mystery in Theatrical Accounts,





counts, is obvious from the nature of the early agreements made between Proprietors and Actors. The first contract entered into with Performers, under the Patent now held by the Directors of Covent-Garden Theatre, assigned a large portion of the nightly receipts to the Actors; consequently, the books of the Treasury were, originally, as open to them as to the Patentee.

However, as the Proprietors persevere in depriving us of the information which would at once terminate this disputed point, we will not imitate their silence; but, stating the grounds on which we object to their claims, endeavour to prove that we do not object unreasonably.

The charge to be in future made for a Benefit is 160*l*.—As there are, on an average, one hundred and ninety-two acting nights in the season, the yearly expences, to justify this charge, must amount to 30,720*l*.

We can by no possible stretch of conjecture account for such enormous expenditure. Your own statement of the yearly salaries of Ten Principal Performers, carries with it a striking justification of our scepticism.

Thence it appears that the salaries of Mr.
Inclendon,

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Inclodon,

Inclodon, Mr. Holman, Mr. and Mrs. Pope, Mr. Munden, Mr. Fawcett, Mr. and Mrs. H. Johnston, Mr. J. Johnstone, and Mr. Knight, amount only to 3205l. 13s. 4d.* It is a natural presumption, that the salaries of Performers constitute a very great proportion of theatrical disbursement; yet ten principal salaries amount to scarcely more than a *tenth* part of the intended charge.

12/ The Benefit Charge of Covent-Garden Theatre was, in the year 1780, only 64l. 5s. We find then, in twenty years, an advance of 95l. 15s. per night.

13/ Are the salaries of Performers proportionably increased? No. On the contrary, notwithstanding every article of necessary consumption is prodigiously dearer; and although the prices of admission to the Theatre are advanced, which the Public, no doubt, expects the Actors, jointly with the Managers, to reap the advantage of, still there are no salaries in Covent-Garden equal, by many pounds per week, to the engagements given at and before the period alluded to. Witness the salaries of the late Mrs. Pope, Mrs.

* Correctly 3204l. 13s. 4d.

12/ The Benefit charge in 1700 was 100 Guineas

13/ The salary of each Performer was ever according to the specific terms of his agreement, and rated according to his supposed abilities and attraction. Mr Beard's salary was no more than £0 per Week, and Mr Woodward's and Mr Shuter's salaries were the same as are now paid to Mr Fawcett and Mr Munden; but by the aid of the present improved state of the Theatre Messrs Fawcett and Munden receive in the season many hundreds more than at any time were obtained by Messrs Woodward and Shuter. It is submitted on a reference to the Treasurer's list as above stated, whether the incomes of the eight Gentlemen are very much too inconsiderable, and if it should be thought so, it is to be lamented that either of them should have made for himself an improvident bargain; but that circumstance will not, it is presumed, justify a combination for the purpose of rescinding it. Mr and Mrs Barry, Mr Abington, Miss Calley, and Mr Bellington had rare talents, and they were rewarded accordingly. The

Two latter ladies had £1000 each, and a very productive Benefit, yet their engagements were highly profitable to the Theatre, they having power enough with the Public to draw crowded Audiences to the old Stock Plays of the Theatre, precluding by their personal attraction the necessity of the expence of continued new pieces, pageantry, Scenery &c. The average sum paid to Authors during the last 31 years was £6565 and during the 3 years preceeding Mr Harris management the average sum was only £1456..10..6.

[A] The fact is, that the Performers now gain double what they did by their Benefits 20 years since. Vide, the Treasurer's statement Page 10.

Yates, Miss Catley, Mr. and Mrs. Barry, &c. The two last Performers had jointly, for the season, a sum more than equal to half the salaries paid to the *ten* Performers whose present incomes you have particularized.

We have no reason to believe that the salaries of Performers are greater in the aggregate ; and it plainly appears that Principal Actors enjoyed engagements infinitely superior when the nightly charges were 64l. 5s. than now when they are proposed to be 160l. How then the advance of 95l. 15s. per night can be justified, is beyond our conception.

The Proprietors say, That “ the enlargement of the Theatre, and the advancement of the prices, is more than an equivalent for the unavoidable increased charge of the Be-*141*nefits.”

That the Performers should be taxed by the Proprietors for the generosity of the Public in allowing the prices of admission to be advanced, is a question which, we trust, the Proprietors will willingly wave the discussion of.

Without either entering into a debate, whether the enlargement of the Theatre (if the Performers are to pay their share towards

wards that enlargement) be an advantage to them in general, or not, we will at once proceed to examine how far the enlargement of the Theatre would justify the increased charge on the Benefits,

A fair interest for money laid out in building is, we are informed, about 7 per cent :— we will, however, make a greater allowance, and calculate at 8 per cent. It will appear, then, that, to authorize the increased charge of 95l. 15s. per night, which, on the average of one hundred and ninety-two acting nights, amounts to 18,384l. per season, a capital should have been expended of 229,800l.

That such a capital can have been expended, is palpably impossible.

We should not here omit observing, that whatever sum is appropriated to building or ornamenting a Theatre, cannot, with justice, be rated in the same proportion on the Benefit nights as on the nights belonging to the Proprietors ; for every alteration carries with it a particular attraction, which, of itself, materially reimburses the expenditure, and this attraction ceases long before the Benefits commence ; consequently the Performers,

15] It is absurd to suppose the necessity of
advancing the charge arose merely from the
expence of the Building. The lighting of the
Theatre only with Oil and Candle has increased
the nightly expence within these seven years
£ 7⁰⁰ - - per night

(b) See general observations

formers should not be charged for any disbursement, but in the proportion as they experience from it actual advantage.

It was stated by Mr. Harris, during the conversation which Messrs. Holman, Pope, Fawcett and Knight had the honour of holding with him, that a very considerable sum, which Mr. Harris believed to amount to 40,000*l.* had been expended for new scenery, and decorations of that nature, since he had engaged in the Property. In such expenditure we feel ourselves no further interested, than as wishing success to all endeavours of the Proprietors for the entertainment of the Public, and their own emolument ; for, the (6) Performers being debarred by the Proprietors from presenting to the Public, on their Benefit nights, any of the new pieces on which new scenery, new dresses, or new decorations of any kind are bestowed, as long as those pieces retain an intrinsic attraction, they cannot surely be expected to pay any part of such expence, when in the profits derived from it they are not allowed to participate.

The Proprietors, so far from carrying such expenditure to the Performer's account,
ought

ought rather to abate some portion of the actual expences incurred by him, on the consideration, that the many new and well decorated pieces, presented throughout the season on their own nights, operate very materially to diminish the attraction of a Benefit, which exhibiting only the old unadorned pieces, affords a mournful contrast to the Manager's abundance of novelty and magnificence.

171 It is matter of great surprise and regret to us, to find that the Proprietors, of late years, have not only made the most exorbitant, and, as it manifestly appears, the most unfounded pecuniary demands on the Benefits, —but have also, in every other instance, lessened their advantages.—Formerly, and that for some years after the commencement of Mr. Harris's connection with the Theatre, the Benefits began at a much earlier, and consequently a much better part of the season; so that most of the Principal Performers' nights took place before Easter. The instances too of the Proprietors producing new pieces during the course of the Benefits, (now grown so common, and obviously so inimical to the interests of the Actors) very

[7] Each one of the complaining parties knew well at the time of making his agreement, the usual time of commencing Benefits, and, therefore, has no pretence of referring back to the usage of more than 20 Years, especially, as by a reference to the Treasurer's list of Benefit receipts it cannot be pretended that they have been injured by the present regulation. The public customs and fashions change, and the Theatres must follow them. Formerly, in the Month of May London was deprived of the fashionable World, now, perhaps, the Town is as full in that month as in any time of the Year.

(O) This argument militates directly against the Compliments. The Theatre formerly was usually let to Mr Stanley Esq. for £30 per night. In the present enlarged state, Mr Ashley gives £50 per night - And yet we hear of no complaint from Mr Ashley at this advancement of the charge; or any endeavour of his at a breach of Covenant entered into with due notice of all Clauses and Conditions.

rarely occurred. The allowance of only three weeks notice (instead of a month's) of the night appointed for a Benefit, must evidently injure the Performer, in lessening his means of securing his friends from making other engagements, without rendering any obvious service to the Manager.

How much the limitation of Orders must be hurtful to the Benefits, is too apparent to need investigation.

It is manifest that Performers have been deprived of many valuable advantages relative to their Benefits, which they enjoyed when the nightly charges were only 64l. 5s. And what advantages, which they did not possess at that period, do they now enjoy, when the charges are rated at 160l. ? Simply a larger house, and the advanced prices of Admission.—For which it appears, then, that, waving all consideration of the loss of those valuable advantages uncompensated, they are charged at the rate of an expenditure of 229,800l. capital.

The capital expended should even be larger to authorize the above additional charge ; for it has not been reckoned that the Proprietors let the Theatre for Oratorios
eleven

101

eleven nights in the season, and consequently receive, on those nights, an advanced payment for the advantages specified.

We presume enough has been said to prove, that, for many years, Performers have received their Benefits on terms that justice cannot sanction—The attempt to make still further encroachments on them has compelled us to assert the right to receive them in future on a system which shall have equity for its basis.

19/ The claim of Actors on this point—their right to a Benefit on equitable terms—the Proprietors, we trust, will consider indisputable, as the precedent which established it must be strongly impressed on the minds of Gentlemen in possession of that very Patent, whose power was superseded for the usurpations of their predecessor Christopher Rich on the Benefits of his Performers.

10/ Want of success has been the plea of former Proprietors for encroachments on Actors' emoluments; that certainly cannot be urged in the present state of Covent-Garden Theatre, when the profits of the concern, to justify the rate of a late purchase in it, must be nearly trebled since Mr. Harris commenced Proprietor.

[9] See general observations.

[10] Here is told a assertion, void of truth. The increased price, such as it was, was paid by the late Purchaser in consideration of the large sums laid out in the Stock of the property, such as Scenery, furniture, properties &c. amounting, as by a late calculation to the sum of £55,799 - on account of which expenditure, large incumbrances on the property, but which incumbrances do not affect the late Purchaser, nor are they in any manner calculated in the nightly expence of the Theatre, as now charged to the Performers

[11] This argument presses hard on the
Complainants. They well knew the existing state
of the Theatre, when they entered into their several
agreements. It is humbly conceived they must
be bound by their specific clauses and covenants,
and that no reference to former times or to Cibber's
apology will justify the breach of them in
either Actor or Proprietor.

[12] For the nett income of each Complainant,
see the Treasurers list. Page 100.

In all transfers of dramatic property, it should be considered by the new purchasers that they enter into a concern which gives them the management of a professional body possessed of many privileges ; and though all of them are not confirmed in the especial manner a Benefit right has been, still most of them are established by, what is allowed to constitute law,—immemorial usage. Proprietors, therefore, cannot be justified in abolishing what they find thus established ; and it will prove a shallow plea for their abolition or infringement, that they may tend to lessen what Managers choose to term *their* profits ; for, as the privileges exist at the time the purchase is made, the purchase of course is or should be made with due consideration of their existence. (11)

Your statement, Sir, of our incomes, most forcibly reminds us how little we can afford, in times of great expence like the present, to admit of deductions beyond what are authorised by strict justice. A generous public, we are confident, would heartily subscribe to this opinion, if informed that the highest salary received by any Performer of the Ten (12)

D

you

you have specified, excepting one, amounts only to £ 380 for the whole season, and this liable to capricious deductions whenever Proprietors choose to shut up the House for the rehearsal of a Pantomime, or any other object of convenience to themselves ; subject to deductions of a less warrantable nature, amounting to a total deprivation of income, at the time when income is most needed, in the hour of sickness, and even when that sickness has been caused by the Performer's exertions in the service of his employers.

/13/

The Actor's income is now held on a tenure of the most precarious nature ; temporary malady suspends it, and permanent disease annihilates it.

At former periods of dramatic history, Proprietors, considering themselves bound by the principles of justice and humanity to support, in their decline, those who in their vigour supported them, allowed pensions to such Performers whose infirmities and advanced years obliged them to retire from the stage. We need not tell you, Sir, that such pensions make no part of the expenditure of that Treasury in which you preside. No, Sir ;

(13) Temporary malady does not suspend it
Vide Note 26 - Page 60

Income is in some degree of a precarious nature
to all professions, the Officer, the Lawyer, the
Physician and the Artist &c &c

[14] To this illiberal charge the Proprietors cannot reply specially, without an appearance of ostentation. They trust, however, to the recollection of some, even among the eight for the reputation of such insinuations. Respecting the Benefit for the Theatrical fund, one single fact will elucidate this matter. The Performers used to have a free Benefit for the fund at the conclusion of the Season. At their request the Benefit took place at an earlier period on their own application, to pay the expenses of the house. This request was granted, and the Proprietors cannot be answerable for the failure of a Benefit which the performers themselves make no efforts to promote. And it is worthy of observation that two of the eight performers are not in any way contributors to the Theatrical fund.

Sir ; the incomes of Actors, not Proprietors, experience diminution for the support of their infirm and aged brethren.

And here it may not be improper to remark, as a striking corroborating proof of the exorbitancy of Benefit charges, that, at both Theatres, the funds for relief of decayed Actors are obliged to forego their Benefits because they dare not encounter the hazard of receiving them on such terms as render the event almost a certain loss. This fact, Sir, no one is more competent to confirm than yourself, who know that the issue of the last Fund-Benefit at Covent-Garden Theatre was a balance due to the Treasury ; which balance, we are sorry to add, was accepted by the Proprietors !

You assert, Sir, that “ it is well known that the receipt on a Benefit is in proportion to the public estimation, or to the extent of the circle of connection each Actor may possess.”

That you are wrong in the first part of this position, is clearly proved by the fact last alluded to. What, Sir, can stand higher in the estimation of a liberal Public than an establishment formed to give comfort to the

servants of that Public at the time they are most in need of its patronage, when under the pressure of misfortune, or the infirmities of old age? and yet even the popularity of such an institution cannot secure the receipts of a Benefit from falling below the exorbitant sum demanded for it by the Proprietors*.

Neither, Sir, is "the receipt of a Benefit in proportion to the extent of the circle of connection each Actor may possess." The Public at large, and an extensive circle of connection also, (unless an Actor will undertake the painful task of explaining the particulars of his situation to that circle of

* It may be added, in further confirmation of the exorbitancy of Benefit charges, that, in the present flourishing state of the Theatre, when the profits of the concern must be nearly or fully trebled within the last thirty years—notwithstanding the obvious advantage under which Benefits would now be received, if given on equitable terms—still it is a notorious fact, that Authors dare not venture to stand the hazard of that long-established mode of remuneration for their new pieces, but are obliged to sell them for sums considerably inferior to the gains derived from Authors' nights at the time when the profits of Proprietors were so very inadequate to their present magnitude.

connection,)

(15) It was formerly the rule for Authors to have the receipts of the 3.rd 6.th and 9.th nights, deducting the charge of the House from each of the three nights receipts. In that mode it very often happened that, though a Piece might not be condemned by the audience, yet it fail'd so much in attraction [particularly on the Author's nights] that little, and sometimes nothing was gained thereon by the Author. In order, therefore, to take away all risk from the Authors, and to hold out more encouragement to Dramatic Writers, some years since a new rule was suggested by W^m Cumberland which has generally been adopted by other Authors. Viz. that Authors shall receive at a certainly £100. clear of all risks for the 3.rd night, and the same sum for the 6.th and also for the 9.th night. It is also a well known fact that M^r Harris has ever since he has had the conduct of the Theatre, allowed gratuitously a fourth hundred pounds for every new piece that has

been successful enough to be performed twenty
nights in the Season of its production.

a NB. Previous to the performance of a
new piece every Author has the alternative
of resorting to the old practice of incurring
the risk of the three nights, or of adopting
the latter rule as suggested by Mr Cumberland.

connection,) are not sufficiently acquainted with the mediocrity of Actors' incomes, and the extravagance of Benefit charges, to consider their patronage, on that particular occasion, of so much importance in the scale of an Actor's yearly emoluments as it really is.

It is obvious, that when Actors' salaries are supposed to be ascertained, the manner in which they are rated is so fallacious, that, without minute explanation, they are generally considered to form an income far above reality.

When a Performer is stated to have £10 per week, calculation sets to work, and, multiplying 10 by 52, finds that such an Actor's yearly income is £520; when your own statement proves, that it really amounts to no more than 318*l.* 6*s.* 8*d.* liable to all the deductions above specified, besides many other expences incidental to the profession*.

Now,

* It should be further explained, that an Actor's salary, even during the season, is rated by the week, but only paid by the night; so that, at the commencement of the

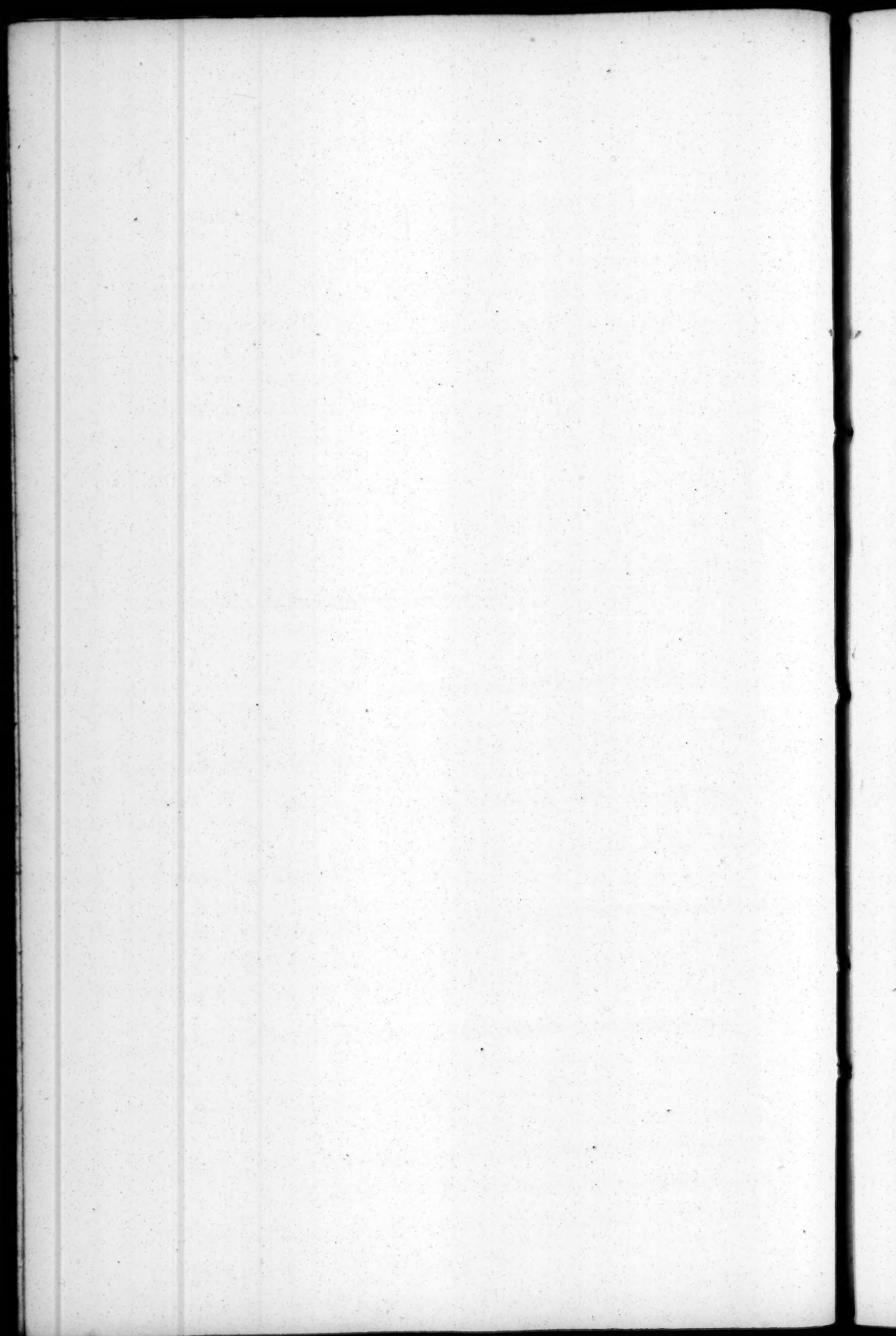
Now, Sir, as we presume it is apparent that the receipt on a Benefit (though certainly much aided by public estimation and an extensive circle of connection) is not in proportion to either or both of these causes, let us proceed to examine on what its proportion does depend. The Actor, it appears, is debarred by the Proprietors of the power of presenting to his friends and the Public any piece possessed of the smallest intrinsic attraction; (for even those are denied, —no longer in the class of novelties, if supposed to retain individual strength.) He is also prevented from availing himself of the kindness of an Author who may tender him the first performance of a new play, because the Proprietors have, of late years, (without any apparent shadow of right,) demanded a play so exhibited as their own future pro-

season, he receives but half the sum he is nominally engaged at; during six weeks of Lent, only two-thirds; in Passion-week, nothing; Christmas and Whitsun eves, and the 30th of January, &c. cause nightly deductions; and, besides these certain periodical curtailments, the Proprietors are at liberty to lessen the Performers' income by shutting up the Theatre on any night, and on as many nights in the season as they please.

perty,

(a) This has not been the general practice

(b) No Actor is precluded from having a new Piece for his benefit; but so much literary trash being obtruded on the public during the Benefit season, each performer being careless of the merits of the piece; so that he might have the advantage of its novelty such a rule became indispensable. Yet, notwithstanding when a piece has been produced for a Benefit, and afterwards has been adopted, and proved serviceable to the Theatre, the Author has always received a compensation for it.



perty, without allowing the usual terms, or *any* terms of satisfaction, to the Author.—The Benefits not commencing till the period when most of the places of entertainment for the summer season are open, and in possession of great attraction, both from novelty in consequence of their winter vacation, and from affording accommodation more congenial to the probable state of the weather, is another circumstance which materially operates against the chance of success.

These drawbacks on Benefits, in addition to the others before specified, convince an Actor of the small security he possesses against loss by his night, unless he apply with indefatigable personal effort to counteract the aggregate of disadvantages.

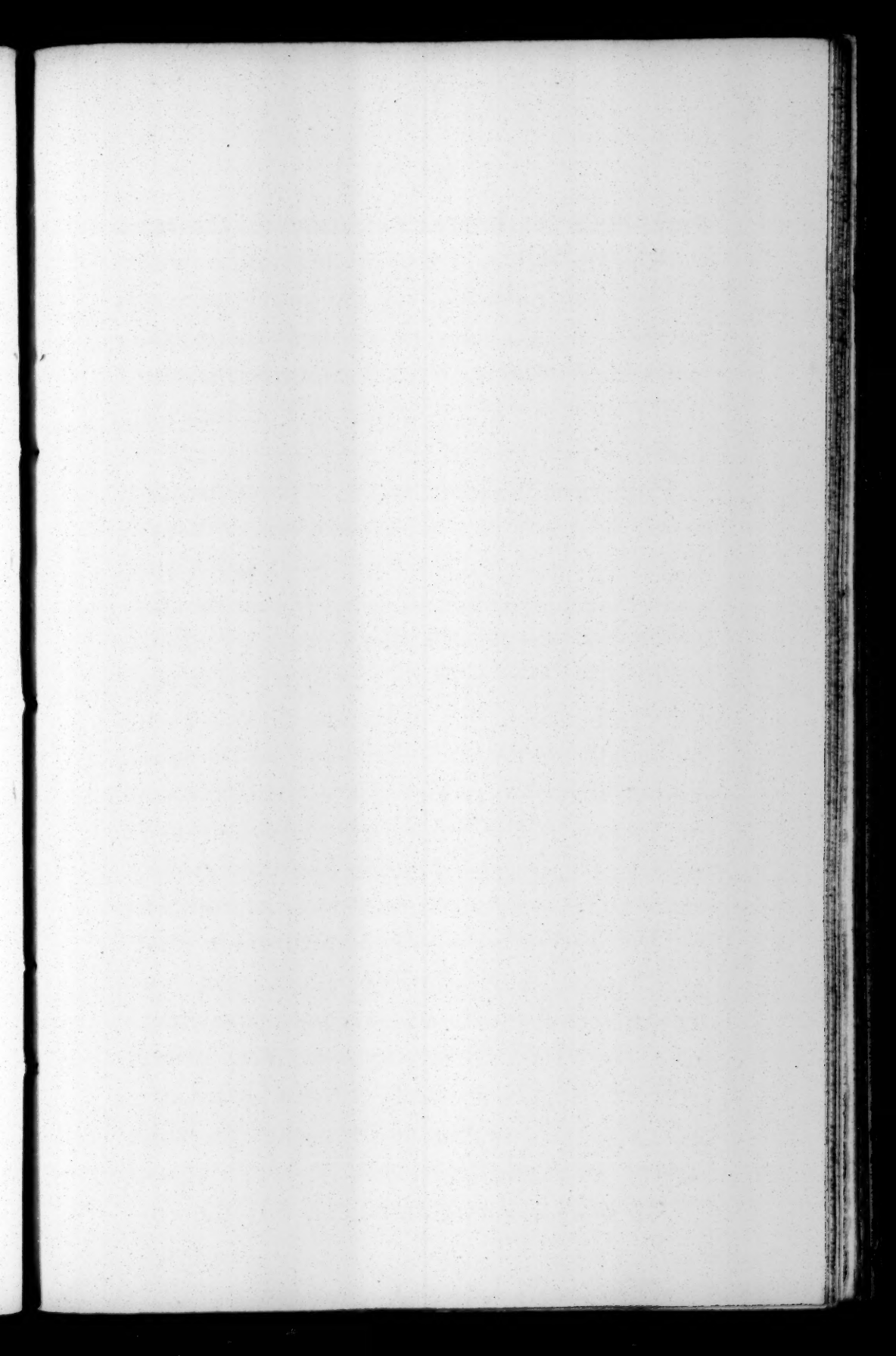
He must with unwearied industry canvass every friend and acquaintance, and urge their influence with their most remote connections. He must display, in large public companies, whatever talents for conviviality nature may have bestowed upon him; and this cannot be done but at a certain expence, and probably with a consequence worse than expence, the injury of his health.

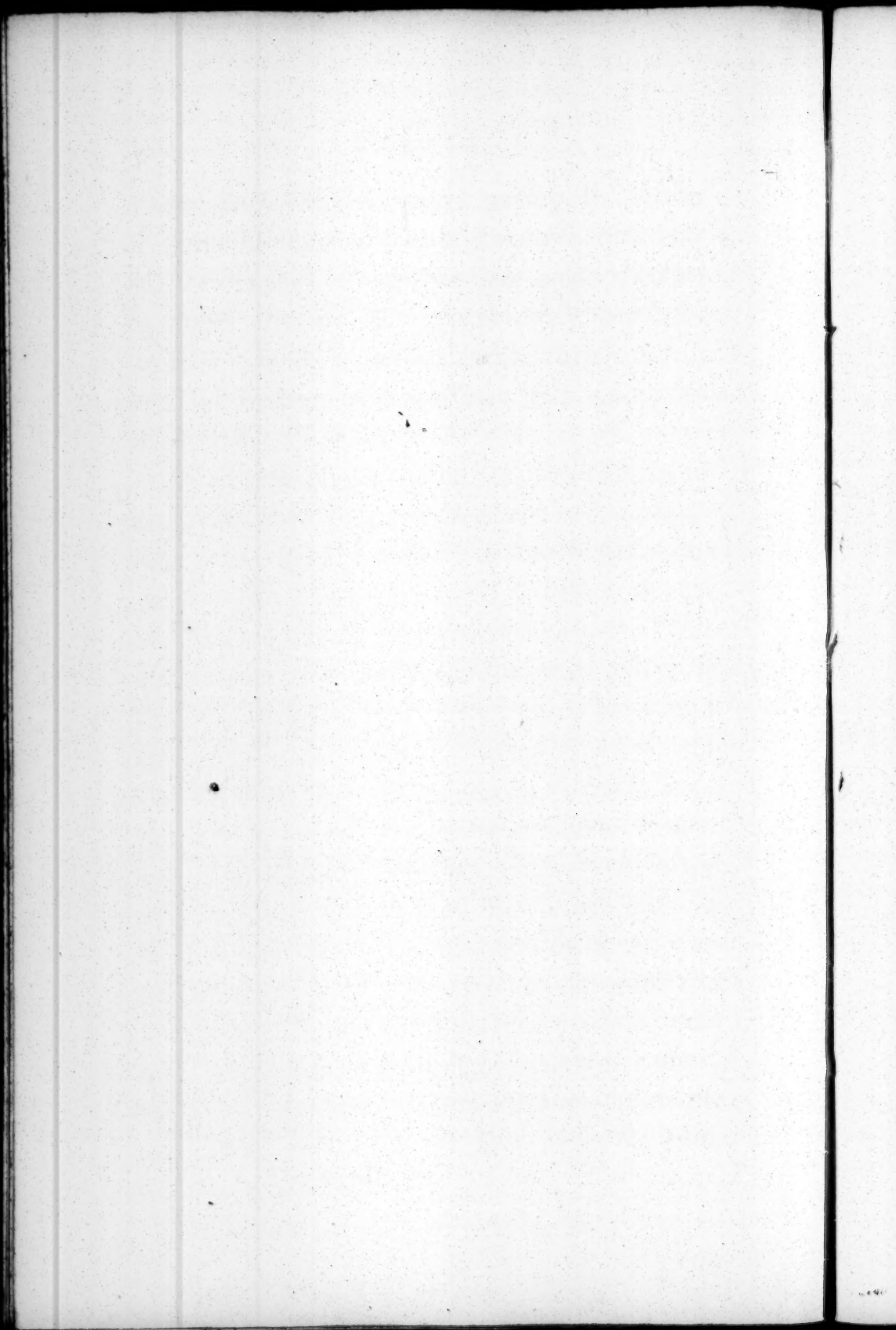
Yet, driven to these hard resources, the

Proprietors insist on participating in profits so painfully earned ; and, because some few of the profession can obtain large receipts by these means, the whole body must be equally taxed, many of which are without the inclination and without the ability to profit by such efforts.

From unwillingness to let you remain in error on any point which we could elucidate, we have taken thus much pains to prove how erroneous is your position respecting the proportion of a Benefit receipt. But even were your position admitted, we trust the consequences you deduce from it would be equally untenable. You say, "It is well known that the receipt on a Benefit is in proportion to the public estimation, or the extent of the circle of connection each Actor may possess ; and if any Performer should be deficient in either or both of these circumstances, it is assuredly unjust that the Proprietors should be at a *certain* nightly loss of a *large* sum, merely to give a Performer, without popularity and without extensive connection, a *chance* of obtaining, at best, a *very small* one."

On *whatever* circumstances, Sir, the receipt





ceipt of a Benefit may depend, whether on public estimation, extent of connection, or the other causes we have stated, it is clearly evident that they are all circumstances absolutely attached to the Actor himself as an individual. Then, what possible claim have the Proprietors to a share of profits arising from advantages personally appertaining to the Actor, and consequently which he alone has the right of enjoying?

If, then, the Actor possessed of any circumstances favourable to his interest has clearly the right of enjoying them free from the Managers' taxation, what concern is it of the Managers, whether a Benefit be taken by an Actor enjoying those advantages, or by one totally devoid of them?

By what you advance respecting the "*certain* nightly loss of a *large* sum," we conclude you must mean the difference between the Manager's profits on one of his own nights and on the night of a Performer's Benefit; and you plainly *imply*, that a Benefit should not be given to any Performer whose extent of interest, &c. cannot enable him to make up to the Managers a sum
equal

equal to the loss experienced by giving the Benefit.

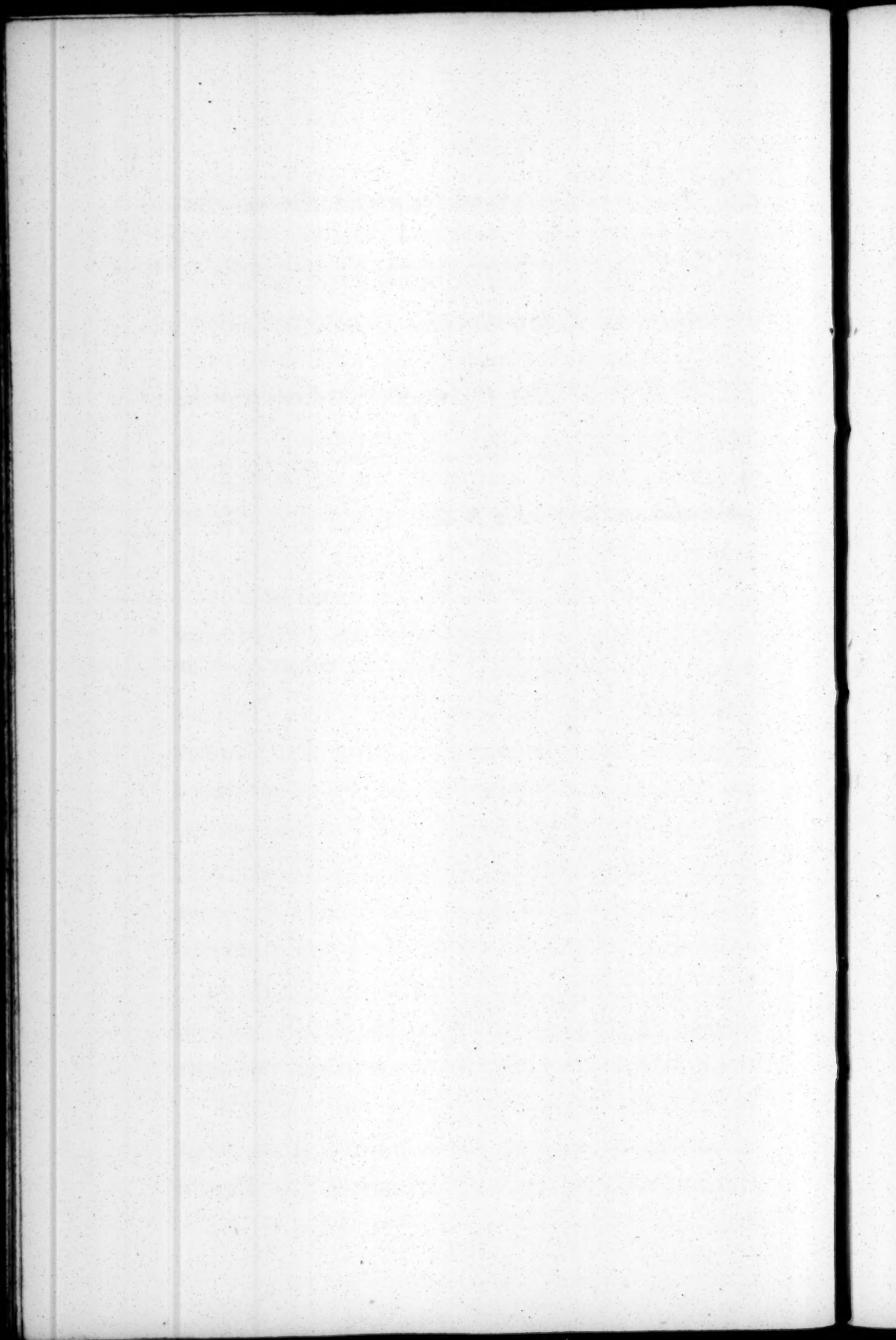
It was with the utmost astonishment we heard Mr. Harris utter similar sentiments, in stating, "That if he chose to charge £200 for a Benefit, it would only rest with an Actor to consider whether he could venture to take one on such terms." This doctrine totally annihilates the nature of a Benefit; and it was for such attempts that a former Patentee was punished in the exemplary manner we have specified.

But, passing over sentiments which set reason and precedent at defiance, and which, we hope, have been inadvertently advanced, let us proceed to examine on what possible system the Benefit charges can be calculated to make their amount so enormous. That some system is adopted, we believe from declarations made by the Proprietors and yourself: that the system must be erroneous, we trust that investigation will clearly manifest.

We have been assured that no interest is laid on a Benefit for "capital or purchase-money." This information only increases

our

116) Mr Harris said no such thing. He only said, that whatever might be the established charge, the Actor would calculate accordingly as to the rate of his salary. That is, if a Performer were to have a Benefit, free of all charges, he would accept of a lesser salary. If the charge was so great as to make the advantage of a night precarious, in course he would insist on a higher salary.



our astonishment at the magnitude of the charge.

We must not omit observing, that when this declaration was made to us by a Proprietor, it was accompanied with the comment, that, although capital was *not* charged, there was no intention of declaring that it *ought not* to be charged. As it therefore may be placed to account at some future period, it is necessary we should offer reasons against the justice of its admission.

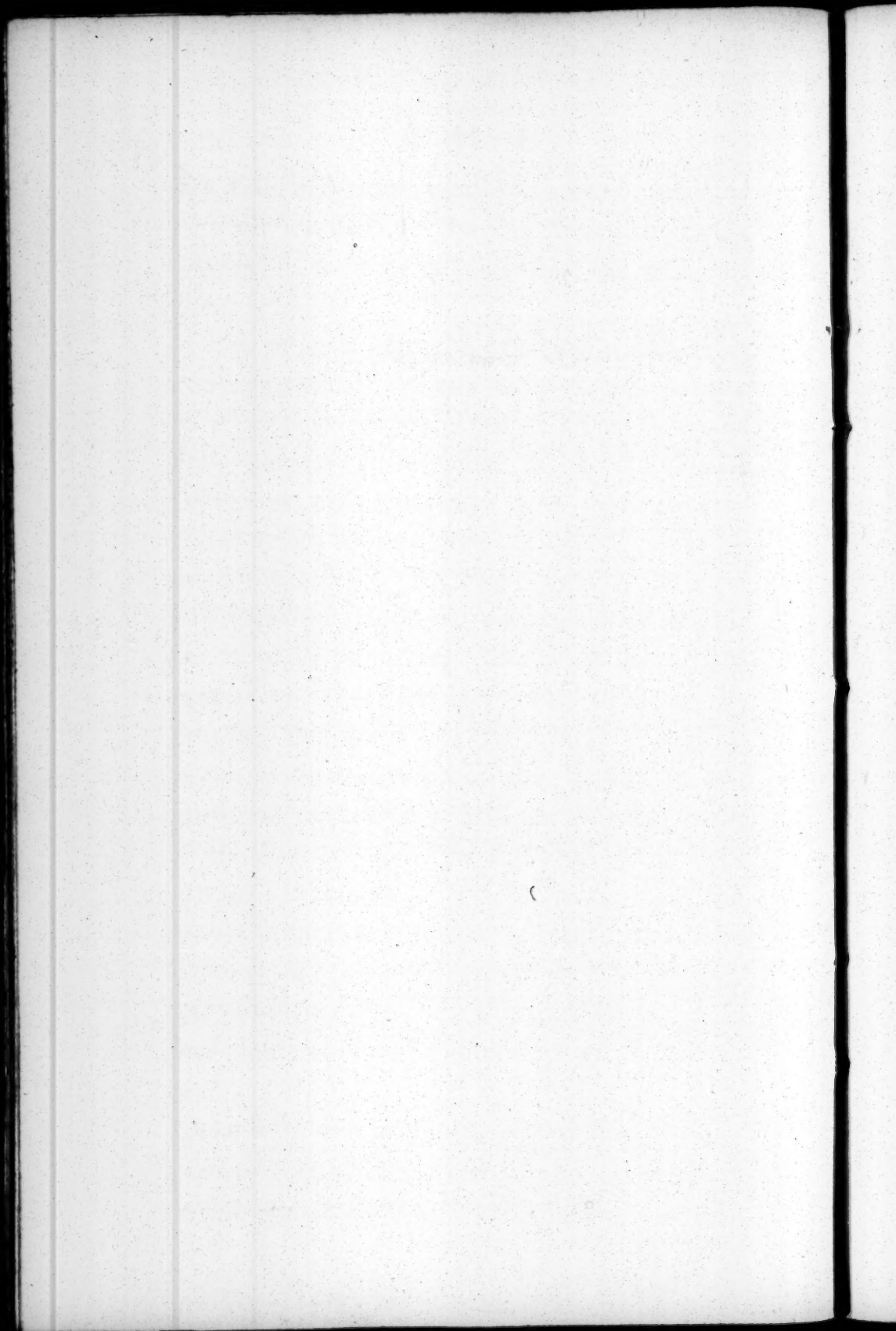
If interest be charged on a Benefit for the value of the Patent, it must produce this irrational consequence, that as the Patent becomes of more value to the Proprietors from increased profits, the Performers would not only be deprived of the portion of advantage to which they are justly entitled from being the instruments of this increase, but would actually find their emoluments lessened in proportion to the additional gains of the Managers; for, as it is fully proved that Actors do not receive their Benefits under the same advantages that attend the Proprietors' nights, it would follow, that, should they choose to advance the Benefit charges in proportion to their advanced profits,

fits, the Performers would be actually mulcted in their incomes for having served their employers so well as to augment the value of their property.

117/ It is rational that the profits of a theatrical concern should regulate the purchase-money to a new Proprietor; but in all transfers of such property, the rights of Actors should suffer no infringement; and consequently the Benefits be considered so distinct as to be nowise affected by the sale: in fact, the new purchaser buys all the nights in the season, *the Benefits excepted*. Should it be urged against us, that, although the right of *increasing* the charge on the Actors according to the *additional* value of the Patent be admitted as unjustifiable, still the *original value* of the Patent ought to be rated in the Performer's account; we answer, that the Patent being originally a grant from the Crown, we humbly conceive that it was bestowed equally for the *protection of a profession*, as for the *advantage of an individual*.

Having, we presume, manifested the injustice of any attempt to charge an interest for the purchase-money of the Patent on the
Benefits

(17) The Actors have suffered none,



Benefits of the Performers, we will proceed to examine a species of charge which we have already touched upon, and of the existence of which we have been assured.

It has been mentioned that Mr. Harris asserted, in vindication of the amount of Benefit charges, that 40,000*l.* or thereabouts had been expended during his management for new scenery, decorations, &c. which, as we have already stated the Proprietors not allowing the Performers to derive any advantage from on their Benefits, cannot with justice be charged to them.

We have further to observe on this charge, that it plainly proves the consequence of increased profit to the Proprietors to be diminution of emolument to the Performers. For it is fair to presume, that expensive decorations produce superior profits, or Managers would be without a motive for providing them. But if Managers, not contented with the profits that reimburse their expenditure, carry to their own account the gains, yet charge the Actors a share of the expence—it must follow, that every splendid exhibition presented to the Town by the Proprietors, and which in general the patronage of the Public,

/10/

lic, at the moment, pays the expences of doct-
bly and trebly, becomes a permanent bur-
then on the Performer, though he has never
enjoyed the advantage of it, and constitutes
a part of the Benefit charges many years af-
ter the filks and satins, which adorned it have
been food for the moths, and the scenery
crumbled to dust.

The injustice of this species of charge is al-
ready, we trust, sufficiently manifest ; but a
little further examination of it will prove it
still more so.

/19/

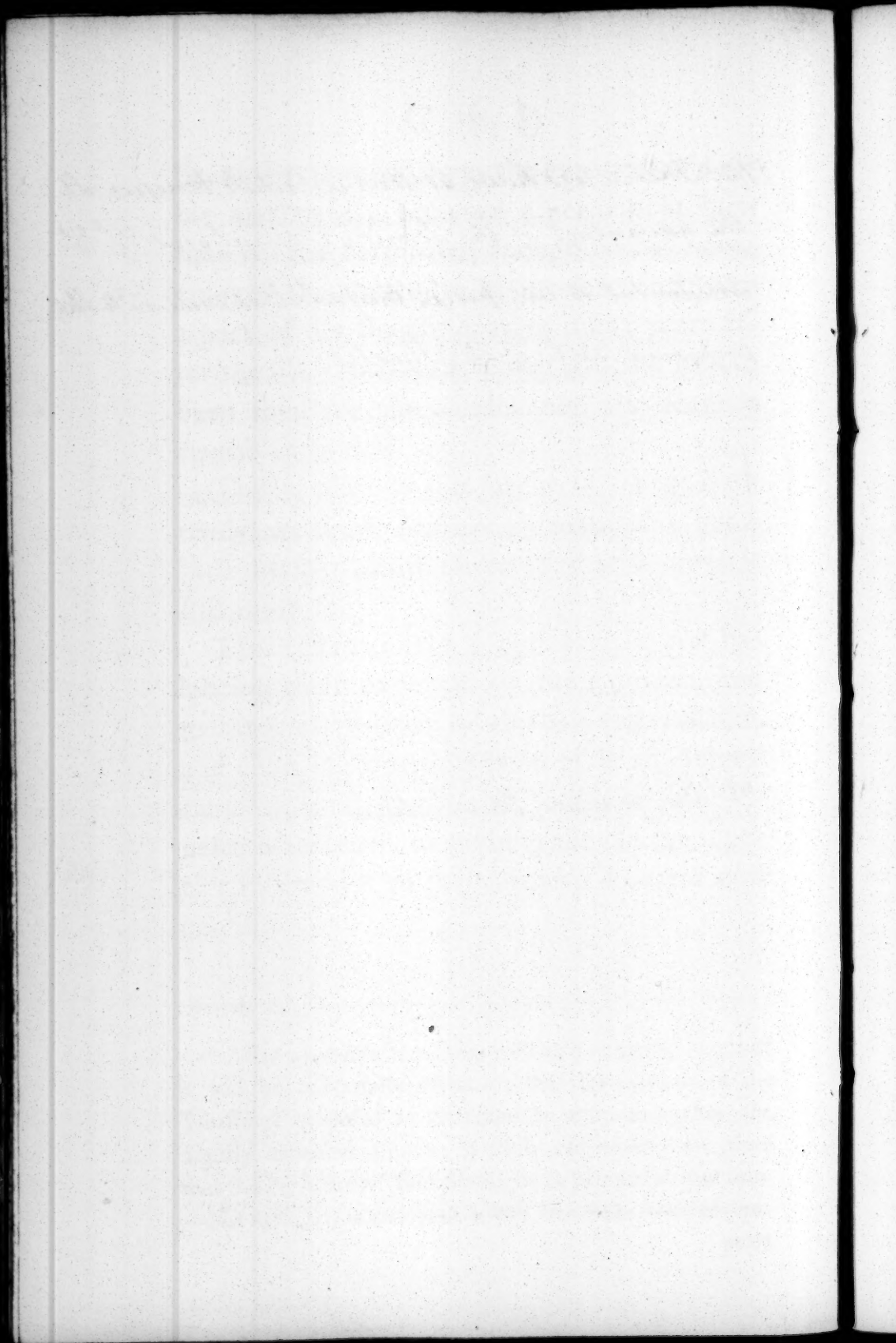
This system of the Proprietors, in not ba-
lancing their expences by their profits, but
making an estimate of all their expenditure,
and charging the proportion of it on Actors'
Benefits, must, in the end, totally abolish Be-
nefits altogether, by making the charge supe-
rior in amount to the sum any Theatre will
contain *.

It

* After what has been said on Benefit charges, we trust
it will be universally admitted, that the affidavit of the
Treasurer, proposed to be taken in testimony that the
nightly expences amount to 160l. can convey no proof
that the Performers' Benefits ought to be rated at that sum.
—His integrity is not questioned ; but there certainly ap-
pears

110/ The Actors have at their respective benefits all
the advantage of the Scenery Decorations & '82
incidental to the pieces they select, as well as to the
improved state of the Theatre.

119/ See general Observations



It is obvious that the advance of the fine from 5l. to 30l. for the refusal of a Character allotted by the Managers, gives them the power of equalizing professional talents, and making the First Actor in the Theatre submit to the work of the lowest ; or, from his resistance in a few instances, they are enabled, by this main engine of oppression, to extort from him his whole salary. It may be urged, that it is not for the Proprietor's interest to humiliate his Principal Actors.—

Granted ;

appears strong reason for presuming, that any calculation by which the nightly expences even of the Proprietors can be brought to the above sum, must be founded on erroneous principles.—The Treasurer's testimony, supported by oath, can do no more than express *his opinion* on the subject—which opinion, while there is cause for supposing it founded on error, can afford no satisfaction.—And even were it possible for his testimony to convey the most decided proof that the expences of the Proprietors, divided into nightly proportions, do actually amount to so high a sum—we conceive it is evident that an equitable Benefit charge should be disencumbered of all those expences which are incurred by the Proprietors for their *own exclusive advantage*.—An adjustment of this point, on the oath of an individual, can never be reconcileable to reason and justice ; for, as a nice discrimination may be necessary to determine in what proportion particular articles

used

[20]

Granted ; but it has nevertheless been practised. For a proof we need only direct your recollection to the Pantomime of the Picture of Paris—where the Principal Performers of the Theatre were ordered to do worse than the work of humble Actors—a work only fit for supernumeraries.—Great stress has been laid both by Mr. Harris and yourself on this species of Fine having been seldom exacted.—'Tis true it has not often been levied, and

used at a Benefit ought to be charged to the Performer, it would be highly absurd to suffer the decision to rest on a *mere opinion*, delivered without *reference to the articles themselves*, particularly when that opinion may be equally liable to allow the charge of items which ought not to be charged at all, as to rate others at a higher amount than an equitable investigation would warrant.

Proprietors might with the greatest ease afford Performers all the satisfaction required on this point without the exposure of their private accounts, or the communication of any circumstance of a nature to demand secrecy.—As thus—

Salaries of Performers per night . . .	
———— of Door-keepers, &c. &c. . .	
The House-Rent and Taxes	
For Candles, Coals, Oil, &c.	
For the use of Dresses, Scenery, &c. }	
at an equitable rate }	
&c. &c. &c.	

[20] A single instance is here produced, and even that is justified by Precedent. All Rich's Actors walk'd in the Coronation, and Garrick's in the Jubilee. The single instance also to which they refer, took place many years ago.

21st 22 The lenity, or perhaps, culpable forbearance of
the Actor is here surely illiberally converted into a
consciousness of his own misconduct. As to the fine, the
increasing custom of performers, refusing certain
characters allotted to them, and notwithstanding the clear
and express terms of their Articles, avowing their right
of rejection on paying the sum, made an incision of
the fine indispensable. Under such pretended right
no Author could cast his Play with the strength of the
Company, nor could the Manager at any time revive
an old Play with any chance of successful attraction
without the power of disposing of any Character into
such hands as he should think best fitted for it. Very
serious injury to the Theatre, and to the amusement of
the Public has been sustained by such misconduct on
the part of the Performers, who are as difficult to be
satisfied with the business allotted to them as they
are with the Salaries &c. for which they have
entered into agreement.

the reason we conceive to be obvious.—As a Performer can have little motive for refusing a character fit for him, it is most likely that when a refusal has taken place, the Managers, conscious of having urged an improper measure, have had the discretion to withhold their error from the discussion which would have accompanied the enforcement of the penalty. In the instance above alluded to, two Performers refused to comply with the humiliating injunction; and though a fine was threatened, it was not enforced. 218221

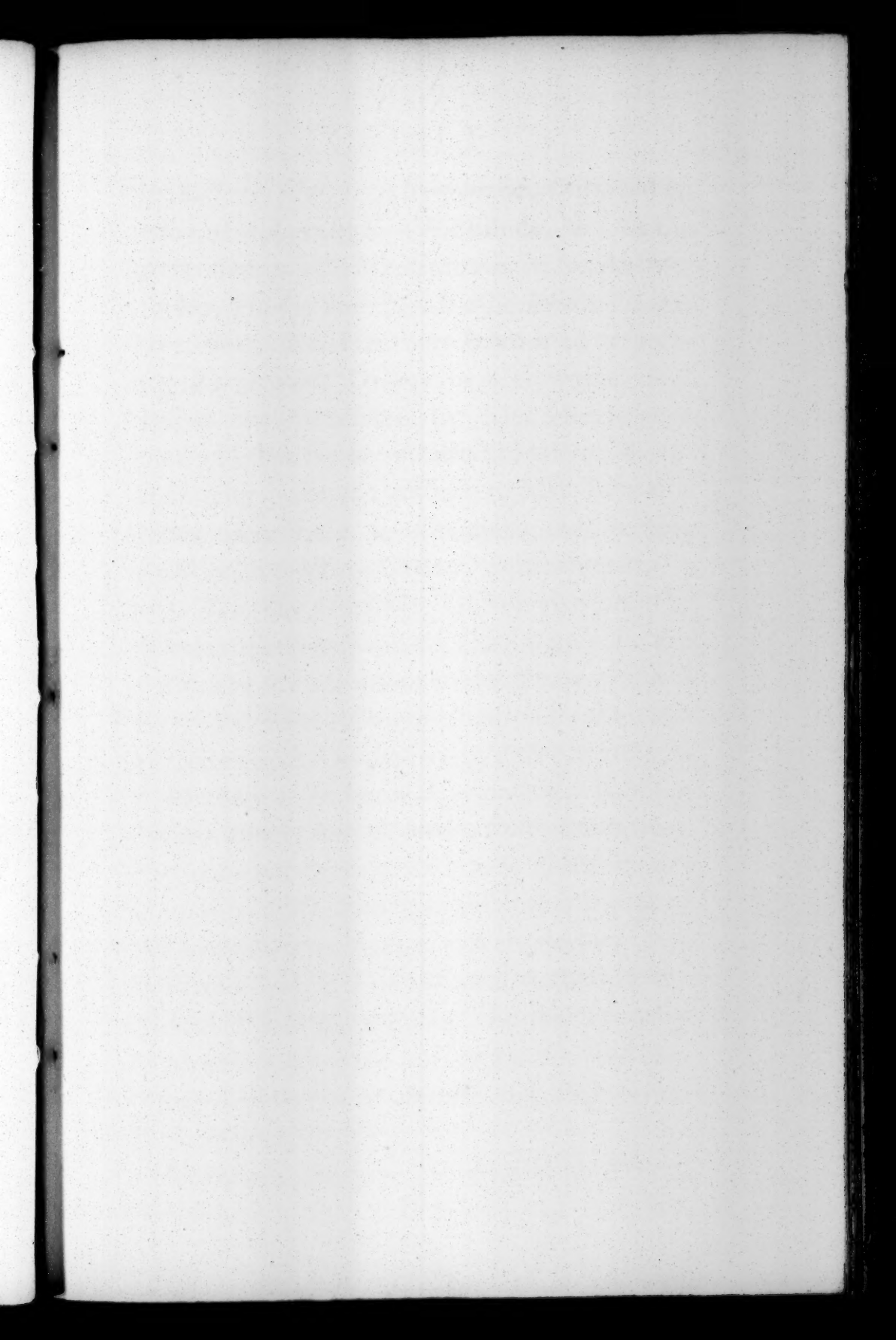
We trust our resistance to the establishment of this Article is justified, on the principle that other Proprietors may be actuated by an equal wish to humiliate, and be less scrupulous in having such a wish proclaimed.

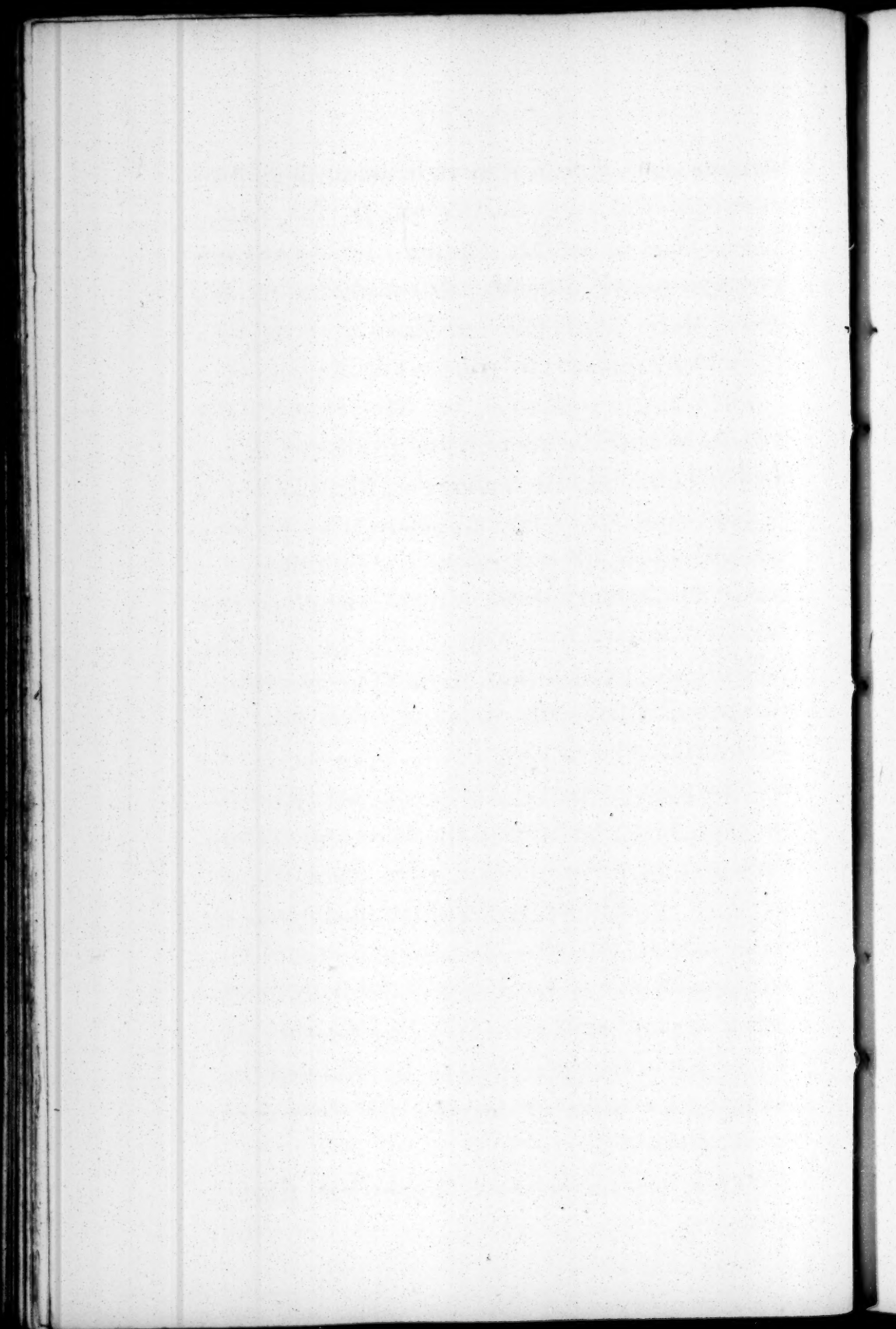
Mr. Harris is not accurate in his statement, that the increase of the fine was established without a murmur. Some of us, whose Articles were made prior to the introduction of this advancement, received no official intimation of it;—and no one of us, who has signed an Article with that clause in it, but remonstrated at the time on its injustice,

and was induced to sign it only on that principle, which (*unless some protection be granted to them*) must compel Actors to subscribe to any oppression—the dread of being deprived of their professional situation, and consequently of the means of earning a maintenance.

If any thing need be added on this article, it may be urged, that it would betray in us a childish confidence to give our allowance to an oppressive penalty, on the hope that because it had not yet been exacted, its exacting might be a rare occurrence.—It behoves us to declare, that we are not justified in the indulgence of the smallest security from the levy of an oppressive penalty, while the *sick-clause*, which, we are informed, was originally introduced on the plea of its being a check on *feigned indisposition*, is avowedly enforced in cases of *real malady*.

You assert, Sir, and Mr. Harris has made the same assertion, That “the Proprietors say that Orders have ever been held as a gratuitous indulgence.” We are forced to notice that Mr. Harris, in the course of some years, has made a great alteration in his terms of definition; for what he now calls a
gratuitous





gratuitous indulgence, he then denominated an *established privilege*.—We allude, Sir, to the expression which Mr. Colman, in his Answer to Mr. Harris and Mr. Rutherford's Narrative, states Mr. Harris to have used respecting Performers' Orders, and to which, as it passed uncontradicted by Mr. Harris, we presume that we are entitled to allow full authenticity. As the passage in Mr. Colman's letter may help to elucidate the present question respecting Orders, we extract it.

“ The day after Mr. Garton received the
 “ letter directing him to charge as cash the
 “ Orders for admission to the Theatre, issued
 “ by the several Proprietors, or by their di-
 “ rection; Mr. Garton, at my desire, waited on
 “ Mr. Harris, to know if he and Mr. Ruther-
 “ ford meant to restrain the Performers from
 “ occasionally giving Orders to their friends
 “ as usual? Mr. Harris replied, that it was *an*
 “ *established privilege*, of which neither Mr.
 “ Rutherford or himself ever wished or in-
 “ tended to deprive them. So that the only
 “ persons who were not to be allowed that
 “ privilege were, it seems, the *Proprietors*
 “ *themselves*.”

This, we conceive, is somewhat strong,

Sir, in favour of our cause.—Hence it should seem that Mr. Harris considered the *established privilege* of Performers to Orders paramount even to the right of the Proprietors.

You proceed to say, “ I have never heard of any kind of pretence or claim to a right of Orders.” Do you not conceive, Sir, that Mr. Harris’s sentiments alone would form a very solid foundation for such pretence or claim ? You continue thus—“ On the contrary, they have never been allowed on any night without special leave of the Manager ; and when Orders have been sent without such permission, they have been either stopped at the doors, or the amount of them deducted out of the salary of the Performer so offending against the established usage of the Theatre.”

That the above particulars are agreeable to the established usage of the Theatre, we are justified in denying ; but that such practices have been introduced of late years, and even with added restrictions, (such as Orders not being admitted after the first Act, &c.) we allow ; and we conceive it strange, Sir, that in detailing these facts you should not be aware that you were describing a part of our grievances.

(23) The following evidence, it is presumed, will be
decisive as to the Custom relative to Orders.

" M^r Cooke's compliments wait on M^r Harris, and in
" answer to a question ask'd of him in regard to the
" Performer's right of giving Orders of admission to the
" Theatre, he always considered it as a favor from the
" Proprietors; for, during the two-and twenty Years that
" M^r C. was Treasurer to the Theatre, he never heard or
" saw any stipulation in any Article or Agreement
" to that purpose
Charlotte Street, Bloomsbury
17th Febry 1800. "

M^r B. McCooke left the Treasury of the Theatre in the
Year 1785, consequently his evidence goes back
to the Year 1763.

" Covent Garden Theatre 22nd Febry 1800

For
" In answer to your question respecting the custom of
" Orders; during the time I have held my situation in the Theatre,
" which is twenty two Years, I never did consider the Orders as
" a matter of right, but an indulgence granted by the
" Proprietor to the Performers, &c. why, by the Order of the
" Proprietors have they been refused to be given many nights
" during each season, and upon those nights (when admitted
" by the request of the Performer) paid for by them at the
" Treasury of the Theatre I am, Sir, your able Ser^t
" To Tho^s Harris Esq^r J. Brandon "

"
NB During the management of Mr Beard,
" Orders were never admitted without being
" indorsed by Mr Jackson, the then Treasurer
" of the Theatre "

"
Covent Garden Theatre 21 Feby 1790.

" Sir. "

" In the whole course of 16 Years, which I have
" been in Covent Garden Theatre, the issuing of Orders to
" the Performers &c has ever been at the Will of the
" Manager, without the least claim of right to them
" by the Performers. In the Year 1788 the
" Manager found many abuses from the Performers
" being allowed to write their own Orders, he therefore
" abolished such Custom, and instead of which every
" Performer had a certain number of Ivory Tickets,
" according to his rank of Salary in the Theatre, but
" they were not used by the Performer but by special
" permission of the Manager of the Theatre

I am your able serv^t

Rich^d Hughes
Treasurer of

"
To Tho^s Harris Esq^r Covent Garden Theatre

grievances.—To discover the established usage of the Theatre on this subject, we must examine on what tenure Orders were held by Performers before the new modes were adopted, which, by degrees, have reduced to its present insignificance what was once a very desirable and important privilege.

Three of the Performers, who are now addressing you, can inform you, that on their entrance into Covent-Garden Theatre they enjoyed the privilege of writing Orders unrestrained by any check, but of their own discretion. So far from receiving from the Manager a special leave for that purpose “nightly,” they never received from him even a general leave or permission, but wrote Orders as a privilege attached to their professional situation.—It was equally well understood to be the custom of the Theatre, that, on nights when from the obvious force of attraction overflowing houses might naturally be expected, this privilege should, for the interest of the Theatre, be repressed, and of course Performers forbore to exercise it, or exercised it sparingly.

That surely looks something very like a privilege which an Actor exercised as his own

1a)

act and deed, and was tolerated in the exercise of, without any express permission from the Manager, notified generally or individually. If the allowance for Performers to give Orders had always been considered a gratuitous indulgence, care should have been taken to convey this information to every Performer on his admission into the Theatre.—The rules by which Performers are to be governed are publicly exhibited, yet they are silent on this subject—they express no restrictions on Orders.

It is very unlikely, from these omissions to declare Orders to be a gratuitous indulgence, that till now they were ever considered so; and we believe we are warranted in supposing that these very omissions, in defining their allowance to be *gratuitous*, would, if they had actually been so, have converted them into a *privilege*.

That the Proprietors, at all times, had the power of restriction when the Performer exceeded the bounds of reason either in writing Orders on improper nights, or in writing them too abundantly on any night, we are ready to admit; though we individually, for some years, never experienced its effects—

(a) On the contrary it is clear that if Orders were not a gratuitous indulgence, they must have been stipulated for in every article.

but this restricting power was formerly regulated on the plain principle of equity, that a privilege of the Actor should not tend to the destruction of the Manager's property ; which might have been the consequence of such privilege totally unrestrained.

This latitude in giving written Orders was enjoyed by Performers till about the year 1787, when a habit commenced, contrary to former practice, of charging a portion of them as cash whenever the receipt of the House should accidentally amount to a certain sum—we believe 290l. As this capricious deduction from Performers' salaries depended on a casualty, there was no security from it by any human foresight ; and, independently of its being a violation of established usage, it was considered as the most obvious injustice, that the attraction of particular Performers, to which alone the high receipts were frequently to be attributed, should be actually converted to the diminution of their incomes.

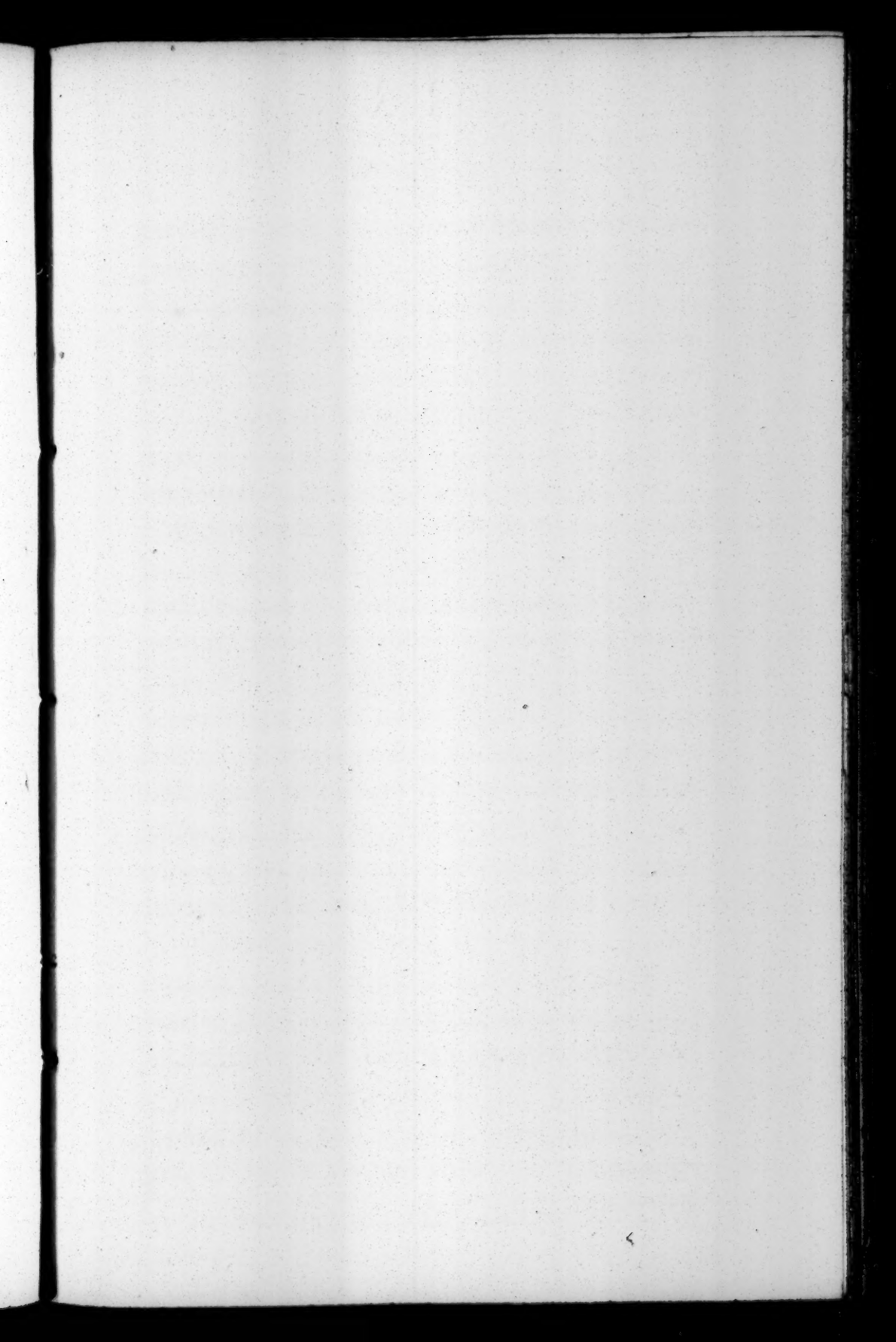
However, what has been most commonly the case in disputes between Proprietors and Actors happened on this occasion :—the latter, fully conscious of the power of the former, submitted to a commutation, by

which they yielded the extensive privilege handed down to them by their predecessors, for the possession of a limited number of tickets, (three for the boxes, and four for the gallery,) which being issued from the Managers, should preclude the possibility of any future mulct of this nature on the salaries.— Here then every future contention about Orders seemed likely to terminate. The Performers retained something of their privilege, though under such restrictions as would, even on the fullest night in the season, prevent any serious diminution of the Manager's profits.

The Performers were the more reconciled to this change, from the readiness with which they were supplied with Orders by the Treasurer ; and while this accommodation continued, they became almost indifferent to the frequent detention of their own.

Now, Sir, we are arrived at the crisis when our own Tickets have been altogether withheld for near a fortnight, the House frequently during that time barely half full, and not a single admission to be obtained from the Treasurer.

To prove that Actors are justified in opposing,



posing, in its infancy, every attempt of Proprietors to introduce new modes to the violation of established usage, it appears to us only necessary to state, that out of the *seven* Admission Tickets, substituted by the Proprietors in lieu of Written Orders, *four* of the seven we have not been allowed the use of *ten times within the last three years*.

Independently of the consideration of what we relinquished for this limited number of Tickets, can any thing be more obviously irrational than the terms on which we hold them at the present moment? when, on *whatever* principle they might be granted us, it is an indisputable fact that each of us possesses seven Admission Tickets allowed by the Managers for the accommodation of our friends, and yet, to say nothing of the inconvenient, uncertain, and unfrequent manner in which the use of any part of them is permitted, it is notorious that the proportion of *four* to *seven* of that allotted number has been inadmissible *four hundred and fifty nights out of four hundred and sixty*.

And now, Sir, to your concluding paragraph, which charges us with "endeavour-
ing

/24/

ing by threats to prevail on respectable Actors to join in a combination"—

We can only answer such charge by asserting its falsehood and defying its proof. They who continue tamely to submit to oppression in this land of freedom and justice, are the objects of our pity, not our threats.

The sources of an Actor's income, the deductions from it, and its fallacious appearance, have been sufficiently dwelt on to render unnecessary any notice of the average you have made, otherwise than to say it is totally erroneous. You have calculated on *ten* incomes, and called them *eight*: you have represented too what you term a Benefit receipt, without any allowance for advertisements, printer's bill, and a long train of *et cæteras*; and, in fact, without having any *datum* in your possession from which you are enabled to form a judgment of what is a Benefit receipt, being entirely ignorant of what Tickets are given away, and what sold, and of the deficiency in the payment for Tickets, which every Actor is liable to experience. Besides your being inadequate to state an Actor's *clear gains*, you
have

(24) (Whether the Performers who have with a proper spirit refused repeated applications have been treated with pity / or contempt / or with threats, is not worth disputing, according to our information it has been with a mixture of both.

[25] This transaction happened in the first Year that Mr Murray came to the Theatre. Being at that time at a small Salary, in course his Benefit came late in the Season, and having then but few connerions in London, the Sum here mentioned, was requested as a favor by Mr Murray and accepted by him with perfect satisfaction. The Theatre not being at that time provided with any attractive pieces, sustained a loss by the transaction. It may not be impertinent here to add, that Mr Murray's general exemplary conduct in the Theatre, and his increasing favor with the public have induced the Manager spontaneously to increase his Salary so as to put him on a rank respecting his future Benefits, more adequate to his high degree of merit both as a Gentleman & an Actor.

have represented even his *nominal gains* in an unfair point of view ; you calculate on what you term the clear receipts of the most productive season ever known, and represent through that false medium his yearly income *.

The Proprietors, we apprehend, would not choose to have their yearly profits rated from the receipts of last season.

To throw a better light on Benefit receipts than we trust, Sir, your letter affords, let it be specified what has been given in lieu of a Benefit to a Principal Actor, who was afraid to venture on taking one. Mr. Harris, as a substitute for Benefit profits, gave Mr. Murray, a few seasons past, only £ 30 ; and even refused to continue to him that small sum. 1251

We cannot restrain our astonishment at the assertion that an Actor receives his in-

* If no arguments had been hitherto advanced to warrant our refusal of admitting the Treasurer's testimony for positive proof, on a point of calculation of a most complicated nature, we trust that our justification would need no other appeal than to the evident errors arising from a statement so comparatively simple.

come "sick or well." That *you* should appear unacquainted with the *sick-clause*, to whose province the enforcement of its penalties appertains, is incomprehensible.

[26]

This *obnoxious article*, obtruded into an Actor's agreement, we conceive needs only be mentioned to excite abhorrence. Its injustice is surely self-evident. What right has a Manager, engaging for a certain period the services of an Actor, to demand his exemption from the "natural shocks that flesh is heir to?" Does he not contract with a *human being* liable to the infirmities of his *fellow-mortals*? And should not the disadvantages attendant on these inherent infirmities be charged to him who receives the benefit of his capability? Does any other species of compact exist where all the eventual good is carried to one side of the account, and all the casual evil is thrown on the other? Every description of persons, Actors excepted, under contract for a certain term, are equally supported in sickness and in health, as apprentices, articulated clerks, &c. Was it not determined that Managers had no right to make deductions from the salaries of Performers, on account of illness,
by

126/ It is not true that what was called the sick
Clause was obtained or invented by the present
Proprietors. It formed a part of the form of
Articles, of our Predecessor, Mr Rich, and of
necessity must be so in every Theatre. The signing
of illnefs is the commonest trick of the profession,
and if pretending to be sick could ~~exempt~~ them
from their duty, while they were entitled to their
Salary, caprice and idleness would soon be the
certain ruin of the Theatre. The assertion that
Stoppages are frequently made is not a fact, and
such an insinuation is both ungenerous and
ungrateful in most of the signing parties, who are
themselves evidences to the contrary. In the course of
the last seven years it must be supposed casual illness
must have happened to each of them. Mr Pope has
been laid up with the gout. Mr Johnstone was a long
time confined by a hurt in his leg, Mr Insledon has
been subject to hoarsenesses / he was in that state absent
from the Theatre four Weeks in the present season.

and Mr Fawcett has had, almost annually, an incapacitating hoarseness for some weeks. Yet, during the whole of the last seven years not one shilling has been deducted from the salaries of either of the complaining actors excepting only one from Mr Fawcett. He had been absent a fortnight a fortnight, and his salary was paid - His services were very much wasted, he was forfeited 3 days' pay, and this fine had the proposed effect, for he declared himself ready and able to perform on the fourth day. Much has been said about the stoppage of the salary of the late most respectable Character and Actress, Mr Pope. These are the facts - That Lady was, in her latter time, frequently indisposed - The Manager never entertained a thought of stopping any part of her well merited salary. In her last illness, Mr Pope was paid 5 Weeks salary, amounting to a considerable sum, and though the last two weeks, her life became almost hopeless, her salary was deposited in the Treasury for

her use, if she should be able to return. Unhappily
for her friends, the Theatre and the Public, M^r Pope
died in two weeks afterwards, and here it may
not be impertinent to state as some set off
against M^r Pope's share of grievances, that when
M^r Pope married the present M^r Pope, who was
in Articles for 3 years, at £3 for the 1st year,
£4 for the 2nd and £5 for the 3rd M^r Harris
spontaneously cancelled these ^{articles} at the end of the
1st year, and entered into others now existing at
£0 per week for 3 years. The such clause / this
"Obnoxious Article" as it is called / has been, with
regard to the Complainers / and with very few
exceptions to the rest of the Company / like the fine
for refusing a character, a mere dead letter.

(27) *M^{rs} Yates's case is by no means in point.*
She was in no Article, but was in an Agreement
for a certain specific sum to be paid her for
the Season.

(28) *Here the deficiency of any one instance*
is supplied by false assertion by invidious
personality.

by the verdict given against Mr. Harris in his trial with Mrs. Yates? And is not therefore the substitution of the sick-clause a palpable counteraction of the established principles of justice? 27

The relative situation of Actors of the present day with their employers affords a melancholy contrast to the kind of connection subsisting between them at former periods. Then, such stability was attached to an Actor's situation, that dismissal, while he was adequate to the duties of his profession, was scarcely known, except in instances of a persevering neglect of business, or some offence of most extraordinary magnitude:—Now, the slightest opposition, or hesitation to accord with arbitrary demands, (20) nay the mere caprice of a Manager, is sufficient for an Actor's expulsion; which not only amounts to banishment from one Theatre, but approaches nearly to professional annihilation; the *managerial compact* precluding the other Theatre from opening its doors for his admission.

It has been somewhere asserted, in defence of this oppressive compact, that while the Patents of Killigrew and Davenant had
a fe-

a separate existence, and regulated, in the reign of Charles the Second, the King's and the Duke's Companies of Comedians, an Actor had not the power of removing from one Theatre to the other without a regular discharge from the Manager he quitted. It should be remembered, that the period alluded to forms a very short space in the annals of the English Drama; for those two Patents were united, or, what is more likely, consolidated for ever by the Monarch who granted them only twenty years after their origin. It is not our intention to attempt a denial of the existence of the practice above mentioned; on the contrary, in the state of the Theatres at that period, it was highly justifiable; for, when Actors were engaged for the whole term of life, as the agreement of Hart and Kynaston proves, it was highly proper, where *capricious dismissal* was guarded against, that *capricious secession* should also be precluded.

The right to the possession of his cast of characters, a most important privilege which appertained to the Actor, has of late years been so constantly violated, that it can scarcely be said to exist.

The

(29) Though Kymeston and Hart might be engaged for their lives, it is the greatest absurdity to suppose many were engaged in such way. Do the Complainants insist on such an agreement? And do these gentlemen appear in the work before us to be exactly of that description which should induce the Managers to revive the mode of engaging an actor for life? A mode which we believe has not obtained in any one instance during the past century.

[30] Can any thing be more preposterous than a right to a cast of characters? Granting to the Complainants their own estimation of their own talents, is it impossible that superior abilities may arise? Must the Romeros, the young Bevilkes, &c be for life possessed by the present actors, tho' years should compleatly disqualify them.

The discontinuance on the part of the Managers to provide several articles used by the Performers professionally, without making them any pecuniary compensation, causes a considerable deduction from their emoluments.

Whence is it that the Proprietors derive confidence to make these multiplied usurpations? And by what peculiar influence, unknown to their predecessors, do they suppose themselves protected, that they should persevere in the denial of redress to our just remonstrances? At two periods of Dramatic History has a similar obstinacy in former possessors of *their Patent* compelled the aggrieved Performers to appeal for relief to the *fountain of justice*: we need not add, they did not appeal in vain.

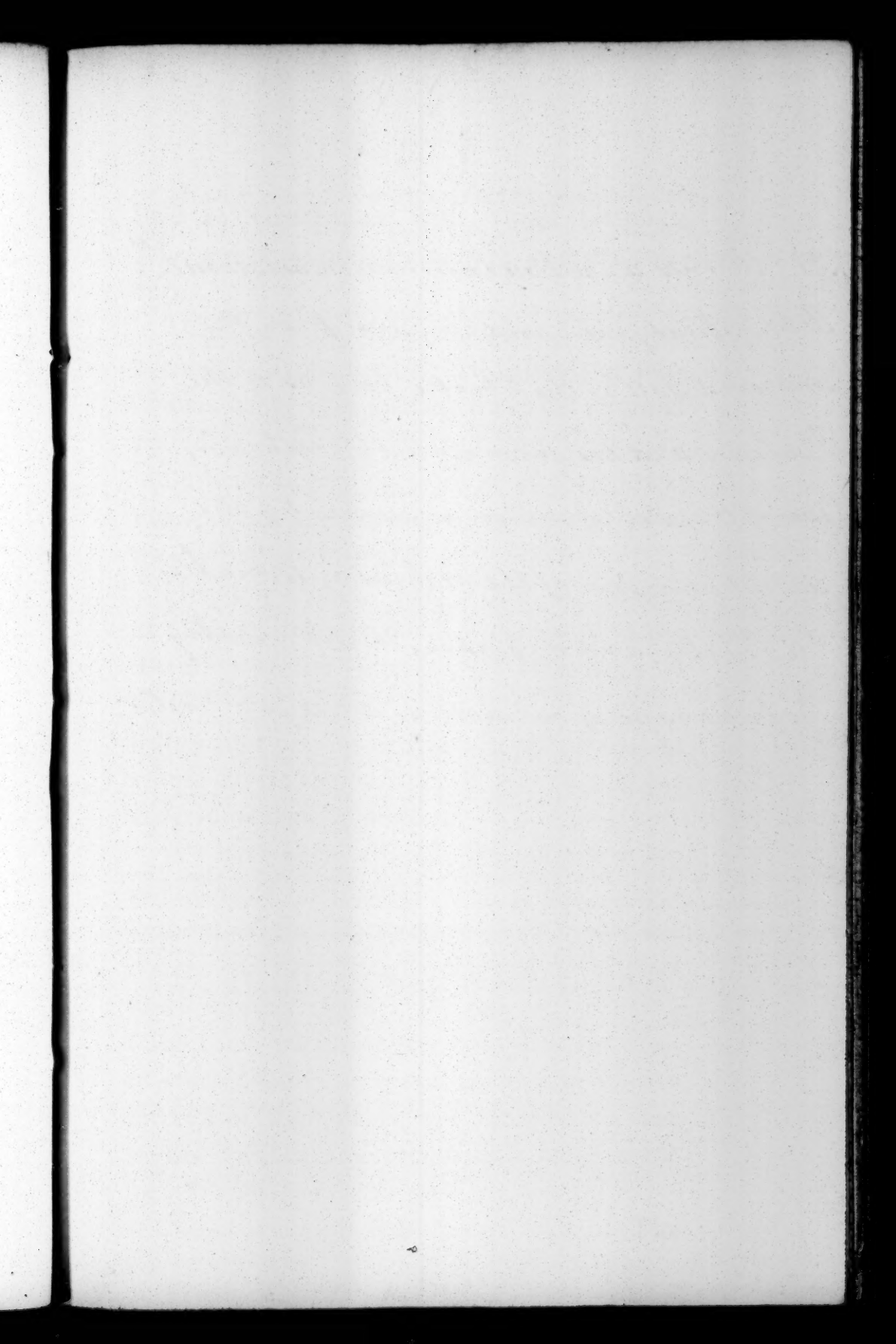
If compelled to pursue the path prescribed for us, with what confidence must we look forward to the removal of oppression, when the Throne is filled by a Monarch whose paternal regard for his people's happiness secures his humblest subjects in the enjoyment of rights sanctioned by justice and long establishment, and whose gracious clemency has guided his wisdom to the acquirement of
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the most universal knowledge of whatever relates to the peculiar situations of the lowest individuals born to look up to his protecting care ! It has ever been our greatest glory to see the Drama so highly honoured with the attention of our gracious Monarch, as to be made a favourite means of relaxation from the toils of sovereignty ; and we confidently trust, that the benignity of his Royal Mind will be extended to dispel the cares of those from whose humble professional efforts he has indulgently deigned to accept amusement.

Here, Sir, we are desirous to conclude, dwelling on reflections so grateful to our minds ; but your direction of our attention to the “ enormous capital loaded with every sort of incumbrance,” forces us to notice what we would willingly have been spared the mention of.

To this enormous capital, and those complicated incumbrances, we are afraid the Performers are chiefly to attribute their burthens and deprivations.

What principally constitutes the enormous capital of the Theatre ? Its immense profits ! which are ever likely to prove a glittering
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[31] "Thence arise these enormous incumbrances!"

It has already been said they arise from the improved state of the Theatre, both as to the Building, and the general stock. The heavy weight of debt has been occasioned by the ardent ambition of the Proprietors to make the Theatre, and decorations thereof worthy the patronage of our gracious and royal Master.

lure to Gentlemen with small fortunes, who are ambitious to embark in great concerns.

Whence arise these complicated incumbrances? From the original capitals of purchasers being very inadequate to the nominal possessions they acquire, and from their establishments according with what they ostensibly possess, and bearing no relation to what they actually embarked. /311

Hence it occurs, that, while the stream of public patronage flows so copiously to the Treasury of the Theatre, its abundance is turned into private channels, leaving a scanty measure for the industrious body, by whose efforts the current of wealth and favour is principally directed.

We have been assured, Sir, that we are not charged for Capital; but if the incumbrances of the Theatre are rated in our account, we are actually charged for Capital under another name. Of this we are certain, that, whatever *free admissions* the Proprietors choose to grant as a part of the interest of their debts, are received on our nights without any recompense being made us.

The Tontine alone introduced at one time *an hundred additional persons* with the right of occupying seats gratis on each Actor's Benefit; and on this right being granted to so formidable a body, not even the consent of the Performers was asked, nor the slightest intimation officially given to them of this encroachment on their emoluments.

(a)
(33) You tell us, Sir, that all hazard is on the side of the Proprietors, and that we receive our incomes without risk of any sort. How can that be maintained, Sir? Should public favour be withheld from Covent-Garden Theatre, from what fund should we derive our incomes? You may remember, Sir, for we have it strongly in our recollection, that in the season of 1795, when, in consequence of the severe frost, the Theatre was for *some few weeks only* but thinly attended, it was in agitation to perform but half the number of nights in the week; and, consequently, the salaries of Performers to be proportionably reduced. The risk, Sir, is mutual; then mutual ought to be the gains: yet, on the contrary, we presume we have fully shewn, that, while the profits of Proprietors

(32) There were at all times as many or more
Renters &c. than there are at present, and thus, the
State of the Theatre was generally known by
each Performer, when he made his agreement

(33) There is an instance brought to prove the
risk of Performers equal to that of the Proprietors
it proves absolutely the reverse. Notwithstanding
the receipts on some nights during the severity of
the frost were under £30. The Theatre was
kept open and the Performers were all regularly
and weekly paid the whole of their demands
though the nightly loss to the Proprietor was
heavy, and with difficulty sustained

(2) The severity of the weather lasted more than
eight weeks.

[34] This is a repetition of an assertion false
in itself, and without shadow of proof.

prietors are abundantly superior to what were known at any former period, the incomes of Actors, instead of being advanced in proportion, are most sensibly diminished. (34)

As we conceive, Sir, you must now be convinced, that our objections to certain points of conduct in the Proprietors are not ill founded, we conclude you will, in future, think better of our cause than to consider it as giving rise to the question—"Whether the Theatre shall be governed and controlled by Eight Performers?—or, Whether the management should remain with the Proprietors?"—We trust, Sir, that our general conduct will bear testimony of our proper respect for every establishment which ought to exist in a well-regulated Theatre; but when we find that the passive admission of unaccounted-for charges and new restrictions only sanctifies oppression, and encourages still greater attempts to diminish our incomes, and to wrest from us by degrees every professional privilege which formerly attached respectability to the Actor and comfort to the Man, we then consider ourselves called upon to testify a becoming resistance of arbitrary

bitrary measures, and to declare that we will pursue every legal and honourable means to effect such a restoration of justice as will give us the rights which antient usage prescribes us to possess as Actors, and which, as subjects of the best Government in the world, we are entitled to enjoy as Men.

We are, Sir,

Your obedient humble Servants,

JOHN JOHNSTONE,

JOSEPH GEORGE HOLMAN,

ALEXANDER POPE,

JOS. S. MUNDEN,

CHARLES INCLEDON,

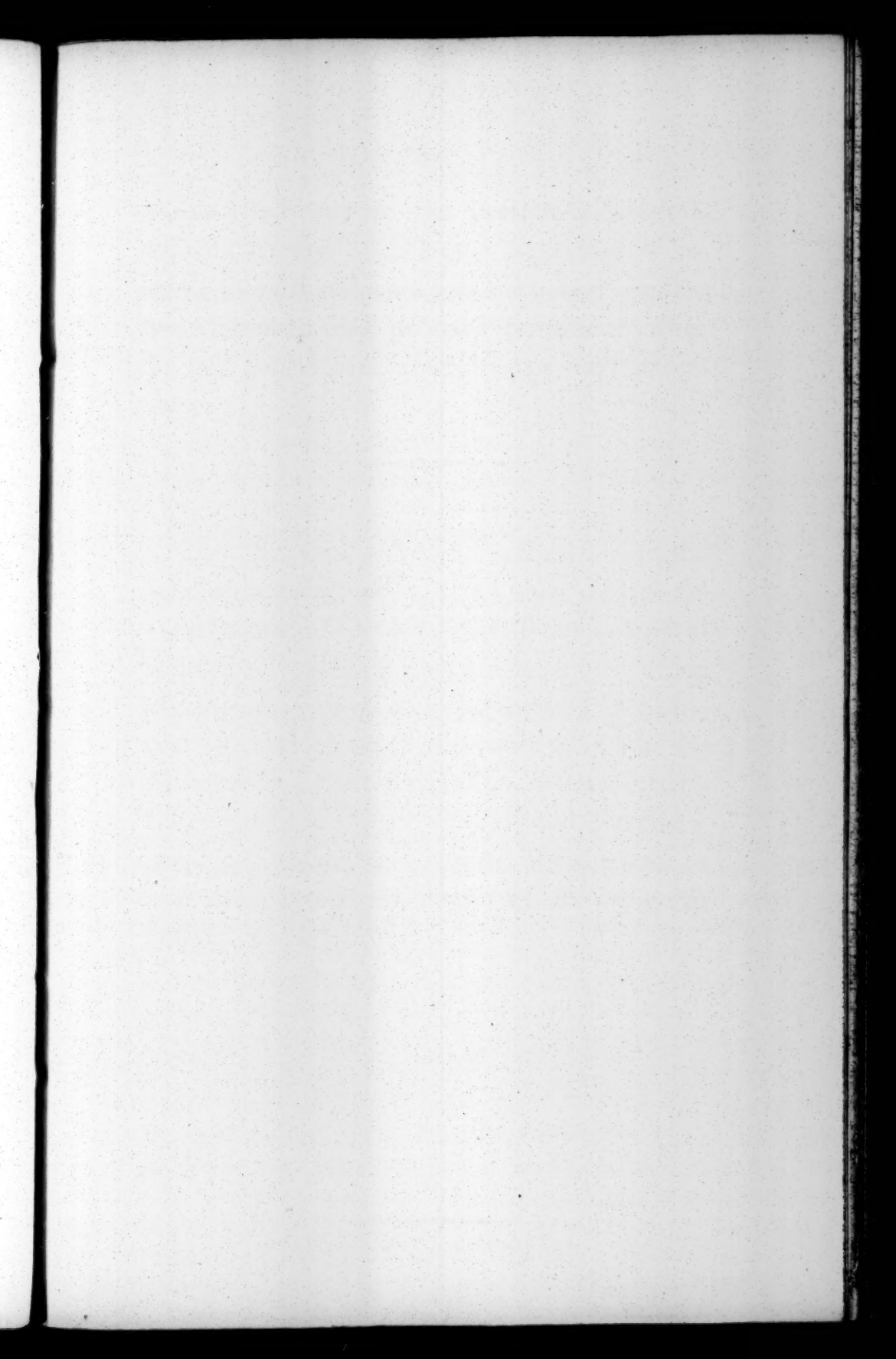
JOHN FAWCETT,

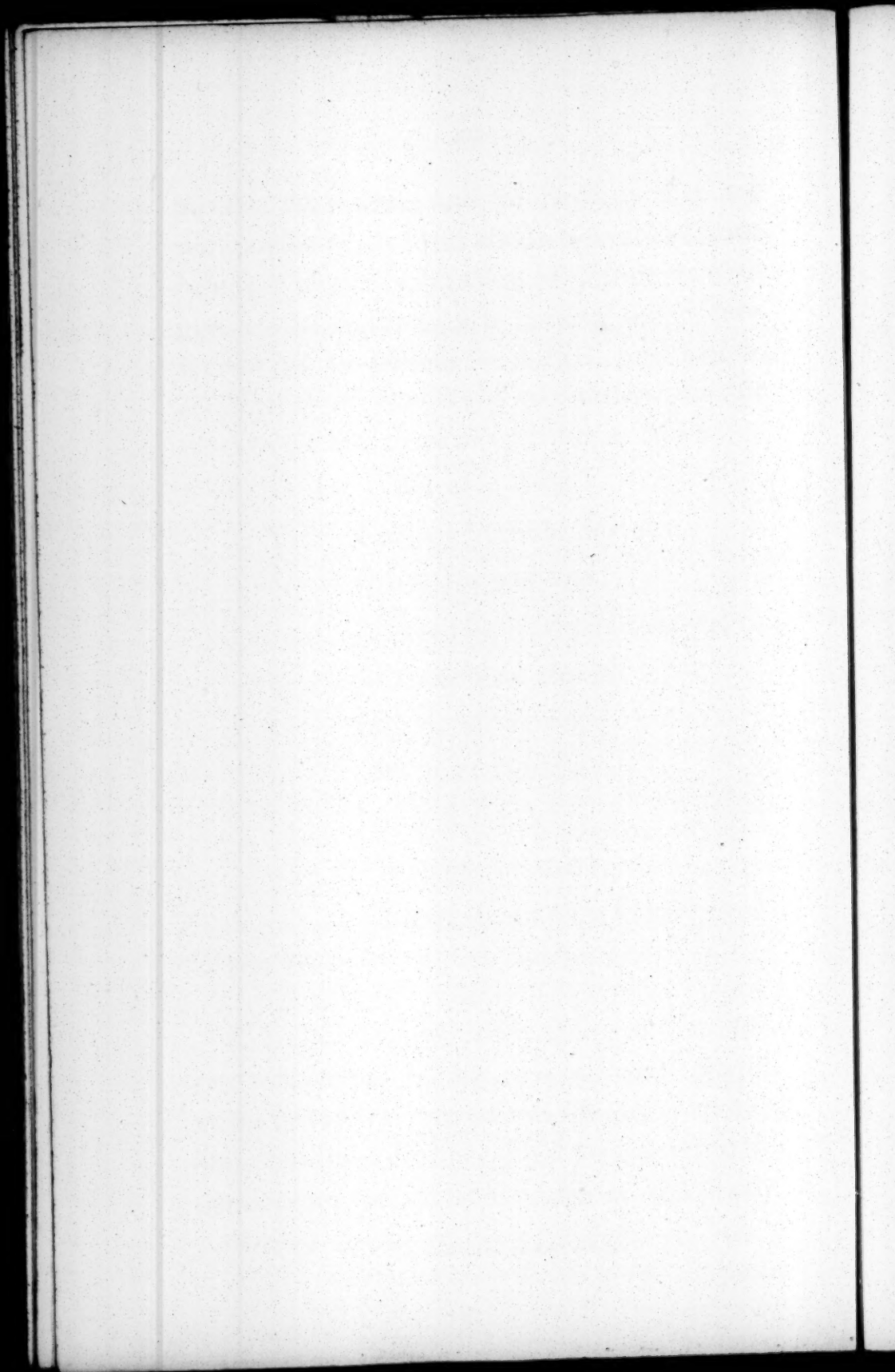
THOMAS KNIGHT,

HENRY ERSKINE JOHNSTON.

February 8th, 1800.

P. S. The determined hostility of Mr. Harris, manifested by his general and unequivocal behaviour towards us for many weeks, and confirmed by his refusal to attend to the application of an individual of our body, (*contrary to his repeated professions,*) on a
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point irrelevant to the present differences, affords us conviction, that a chance of redress from the Proprietors no longer exists; we therefore shall proceed to solicit justice in the course prescribed by law and precedent.

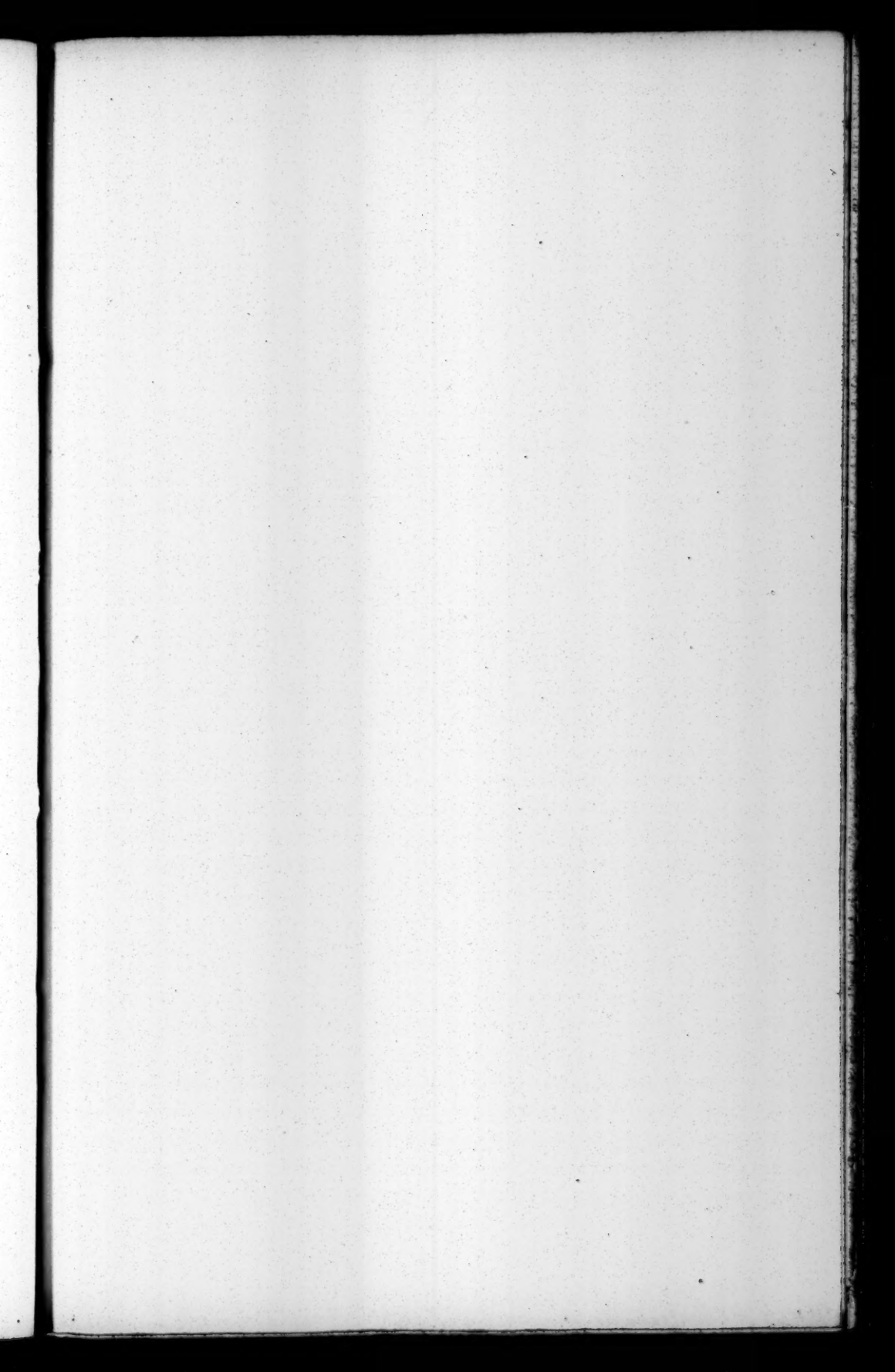
HAVING thus possessed the Public with the whole proceedings, and by that means secured our cause and conduct from misrepresentation, we hope we shall be accompanied with the wishes of all good men for the ultimate success of our endeavours to rescue the Members of that Profession, which contributes so essentially to the rational entertainment of this great kingdom, from a state of oppression which no other subjects in it can possibly experience.

F I N I S.

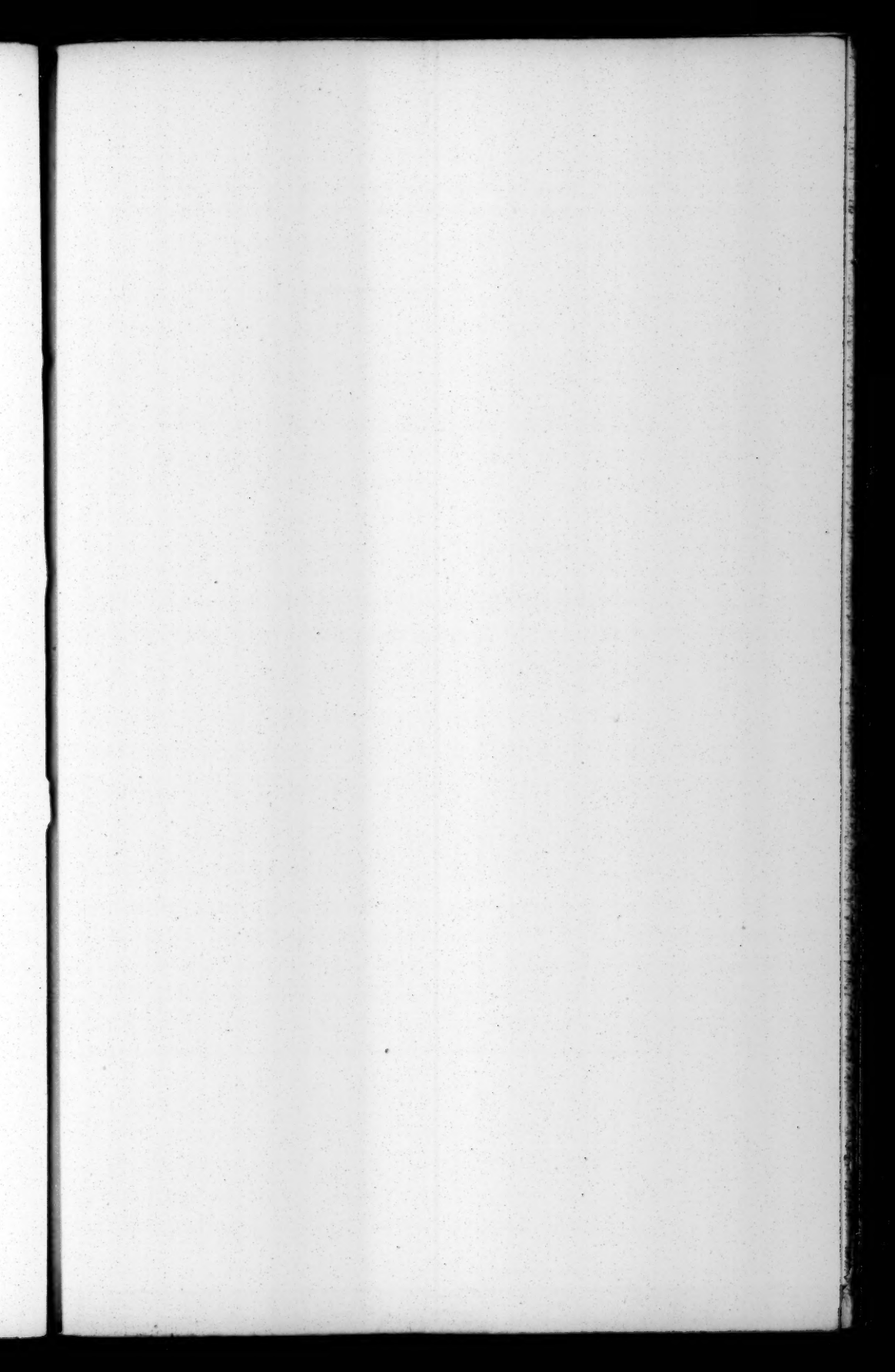
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S U P P L E M E N T.

*Messrs. Johnstone, Holman, Pope, Incledon,
Munden, Fawcett, Knight, and H. E.
Johnston,*

THE Proprietors of Covent-Garden Theatre, being apprehensive that the Publication you have announced for to-morrow may be productive of much serious mischief to the Property, and also to yourselves, and even endanger the tranquillity of the Public at the Theatre, *propose*, That all the objects for which you are so *injuriously* and *violently* contending be referred to the Lord Chamberlain, to whose decision the Proprietors will implicitly submit *.

Covent Garden Theatre,
Feb. 18, 1800.



* The above *anonymous* Letter was yesterday evening delivered to the Performers to whom it is addressed.

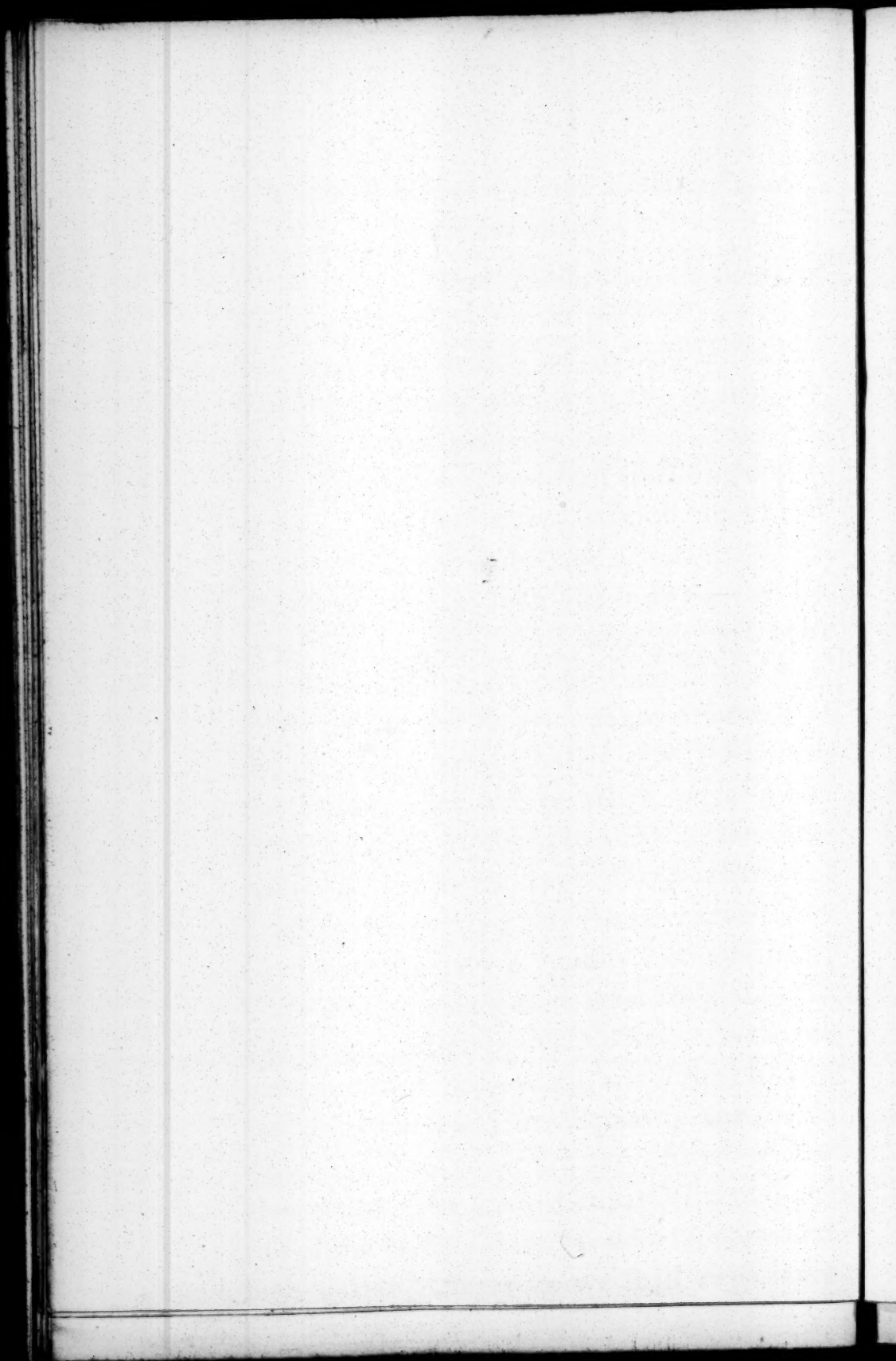
On Mr. Lewis being applied to for a declaration of its authenticity, he acknowledged it to be genuine. It is therefore presented, with its Answer, to the Public.

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*To the Proprietors of the Theatre-Royal,
Covent-Garden.*

THE Publication announced for to-morrow has for its object to do away the prejudices which may otherwise be imbibed against our Cause, from the clandestine representations made by the Proprietors, or their Agents, on the present subsisting differences. The Performers have no other point in view from the Publication, but simply to possess the Public with the *true state of the case*. The method they have adopted most clearly evinces *that* to be their sole intention; and as the Proprietors are informed of the principles on which they offer the case to the Public, they are surprised at so much aversion being expressed by them to the communication of *simple truth*. The *proposition* of the Proprietors respecting the reference to the Lord Chamberlain is equally extraordinary. They must certainly have been always aware that an application to that Nobleman is the regular mode of proceeding established by *law and precedent*; and consequently the mode which we shall adopt for the redress of our grievances. The known impartiality and justice of the Noble Character who supports that high station, assures us we shall experience

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that justice from him, which we have hitherto fought in vain. Our Statement to the Public was never for a moment intended to interfere with that appeal, but is forced on us from the *partial communications of the Proprietors* demanding refutation by a full true Statement of all particulars. The Proprietors choose to say that we are *injuriously and violently* contending for our objects; and can they be surpris'd, while their aspersions of us, even to ourselves, are fraught with such calumny, that we should be anxious to appear to the world in our true garb, in preference to their unjustifiable representation?

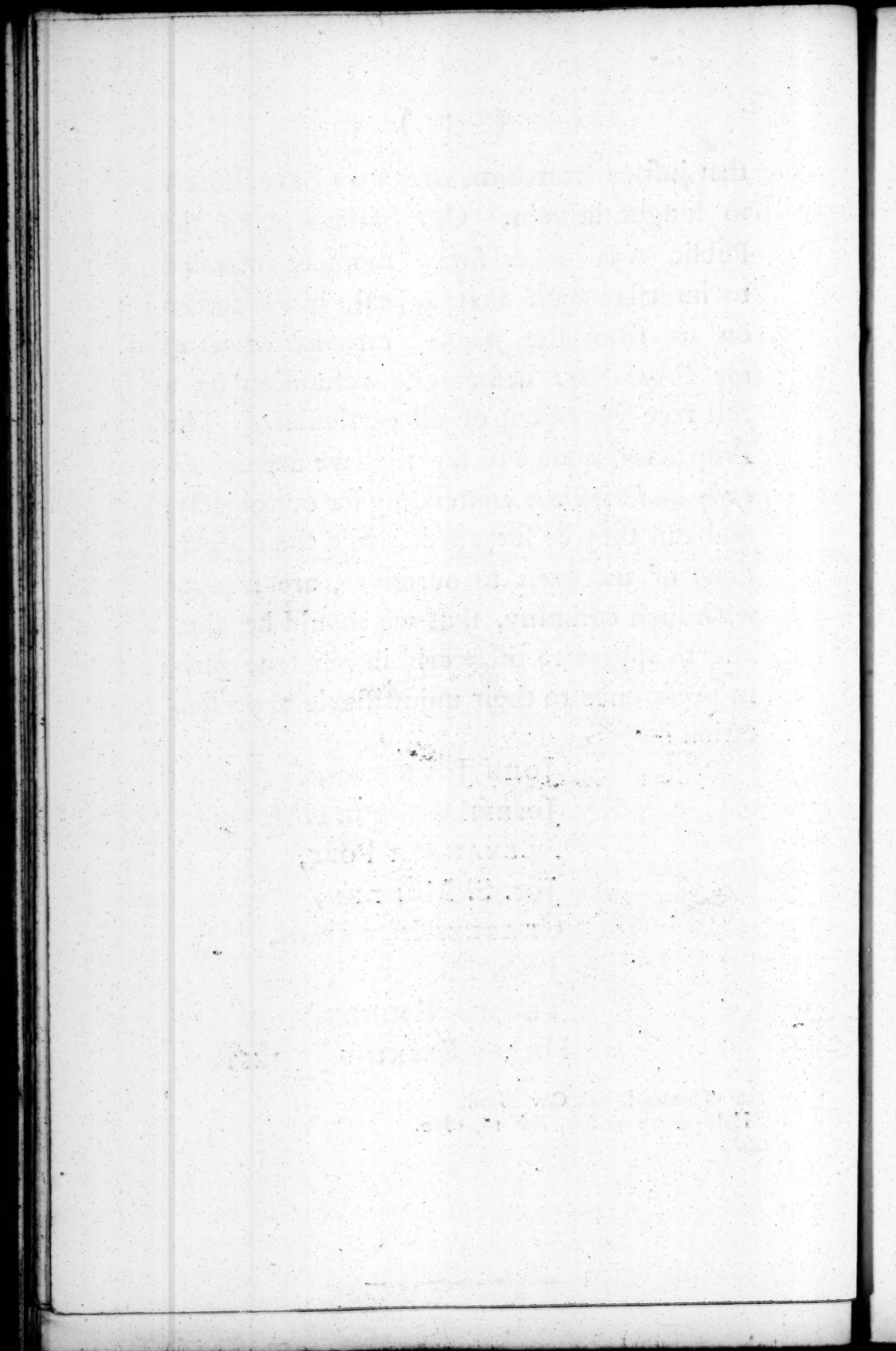
JOHN JOHNSTONE,
JOSEPH GEORGE HOLMAN,
ALEXANDER POPE,
JOS. S. MUNDEN,
CHARLES INCLEDON,
JOHN FAWCETT,
THOMAS KNIGHT,
HENRY ERSKINE JOHNSTON.

Theatre-Royal, Cov. Gard.
Half past 10 o'clock, Feb. 18, 1800.

the first of the month of January
to the first of the month of February
the first of the month of March
to the first of the month of April
the first of the month of May
to the first of the month of June
the first of the month of July
to the first of the month of August
the first of the month of September
to the first of the month of October
the first of the month of November
to the first of the month of December

the first of the month of January
to the first of the month of February
the first of the month of March
to the first of the month of April
the first of the month of May
to the first of the month of June
the first of the month of July
to the first of the month of August
the first of the month of September
to the first of the month of October
the first of the month of November
to the first of the month of December







General Observations on the Statement of the Eight Performers

It will not be necessary to give an extended answer to the very long statement which the eight Performers have published. Truth and Justice are soon explained. Sophistry and Falsehood are obliged to cover themselves in a variety of disguises. The Performers are referred to the Treasurer for a general account of the expences of a Benefit. From him they had a solemn assurance, that the sum charged on them was much less than the expence incurred. They demand the particulars, and pronounce his declaration matter of opinion, though it is

evident, that having all the detail in his possession, it must be matter of fact. But what right have the Performers to burst into the Treasury, if their Salaries are regularly paid. One enquiry leads to another, and there would be no end of questions, nor enquiry.

When the performers compare their situation to that of deceased Performers of high distinction, it is incumbent on them to prove also that they possess equal merit, and enjoy an equal rank in public estimation.

The enlargement of the Theatre, and the advanced price of admission are advantages which Performers of real merit, and of high reputation, on their Benefits and in their general Salaries, enjoy in common with the Manager.

As the Performers put extreme and improbable Cases, the Proprietors have a right to do

the same, for the sake of argument, though the inference will assuredly be in favour of the latter. Cibber, whose authority cannot be disputed, says in his Apology, Vol. 1. Page 292 says "During the Reign of King Charles, an Actor's Benefit had never been heard of - The first indulgence of this kind was given to M^r Barry, (as has been formerly observed) In King James's time, in consideration of the extraordinary applause that had followed her performance; but then this favor rested with her alone, till after the division of the only Company in 1695. at which time the Patentees were soon reduced to pay their Actors, half in good words, and half in ready money. In this precarious condition some particular Actors, however binding their agreements might be, were too poor, or too

wise to go to law with a Lawyer, and, therefore,
rather chose to compound their arrears for their
being admitted to the chance of having them made
up by the profits of a Benefit play. This
expedient had this consequence, that the
Patentees, though their daily audiences might,
and did, sometimes mend, still kept the short
subsistence of their Actors at a stand, and grew
more steady in this resolution so to keep them,
as they found them less apt to mutiny, while
their hopes of being cleared of by a Benefit
was depending. In a year or two these benefits
grew so advantageous, that they became at last
the chief Article in every Actor's agreement "

Cibber further says, Vol. 1 Page 322
"But notwithstanding this general cause of

content it was not above a year or two before
the imperfection of human nature began to
show itself in contrary symptoms. The merit
of the hazards which the Managers had run,
and the difficulties they had combated in
bringing to perfection that revolution by which
they had all so amply profited in the amendment
of their general income, began now to be forgotten,
their acknowledgements and thankful promises
of fidelity were no more repeated, or scarce thought
obligatory. Love and plenty began habitual
enjoyment had lost their novelty, and the
largeness of their incomes seemed rather lessened
than advanced, by the extraordinary gains of the
Undertakers; for that is the scale in which the hired
Actor will always weigh his performance. But
whatever reason there may seem to be in this case

yet, as he is frequently apt to throw a little self partiality into the balance, that consideration may a good deal alter the justness of it. While the Actors therefore had this way of thinking, happy was it for the Managers, that their united interest was so inseparably the same, and that their skill and power in acting stood in a rank so far above the rest, that if the whole body of private men had deserted them, it would yet have been an easier matter for the Managers to have picked up recruits, than for the Deserters to have found proper Officers to head them "

Thus far Cibber, from whose authority will be seen the rise of Benefits, and also that mutinies are not new to the Theatre, and that nothing but vigorous power on the part of the Proprietors can prevent them from operating to the destruction of the Theatre. It will be seen too, that Benefits

arose as a tribute to extraordinary merit, and were the voluntary tribute from Proprietors, and that they were afterwards given by way of compensation for non-payment of salaries.

Now suppose for argument's sake, that Proprietors thought proper to resort to the original practice of the Theatre, and only gave Benefits to extraordinary merit, and suppose the eight Performers considered themselves as high in merit as any of their Predecessors, and granting the validity of their self estimation, yet this merit would confer no claim, for Benefits would still depend on the special agreement made with each Individual Performer, as to the time in the Season, the charge for the house, and all other circumstances

The other plea for Benefits on the ground of compensation for Salaries in arrear, has no weight in this argument, and at this period, as the

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Performers are punctually paid. Thus, then, the business of Benefits, we trust, is fairly discussed, and decided.

As to appropriation of new Pieces to the Proprietors, and the refusal of them to Performers on their Benefits, it is grounded on the custom of the Theatre, which custom ought not to be at the mercy of discontented performers, whose innovations might in the end overturn the Theatre; but in due time / and always in the succeeding Season / the Performers have all the advantage of new pieces and new decorations when the Proprietors have in some degree indemnified themselves for the disbursements to Authors &c. &c.

If the Performers compare themselves to Apprentices, Articled Clerks &c. / Vide the Performer's statement, Page 60. / they ought to

know that it is their duty to do the business which their Employer assigns to them, while that business is suitable to their powers and capacities, they ought also to know that, like Apprentices &c. &c. to follow their own illustration / they ought not to intrude into the concern of their employer, without his permission. It is the interest of an Employer to give encouragement to his Apprentices or Articled Clerks, but that encouragement must depend on their own behaviour, and if he is troubled with a bad apprentice, or refractory Clerk, he must have full reason to wish for the time when the contract expires; or if his articled Workman act in such manner as to endanger the firm, he may resort to Law to annul the contract. On the other hand it is his interest to renew Articles with diligent and faithful Assistants when the former term has elapsed.

The second complaint of the insurgent Performers is on the subject of Orders. Cibber never hints at their existence. But tradition says that Orders had the same Origin as Benefits, viz. the Will of the Proprietors, and however they may be sanctioned by subsequent practice, they must still depend upon the same authority. Orders were originally given in compensation for wages due to Performers. They have also been found expedient on unattractive nights, to give a creditable appearance to the Theatre. When public curiosity is likely to be strongly interested, the Proprietors in allowing Orders, is, in fact, giving away so much money. and if the Proprietor chose to annul the practice, it is at his option, tho' after so long an usage, he might reasonably be expected to allow for the abolition in the Terms of an

engagement with the Performers. This, however, is only another extreme case in answer to the wild assumptions of the Performers.

Advers were never denied upon proper occasions and it is unreasonable and unjust to expect them at the expence of the Proprietor, whose expence is always certain, while his profits are casual; and who, of course, has a right to avail himself of temporary success.

The third head of complaint respects the increased fine for the refusal of parts assigned. It is well known that experience only can prove the appropriate merit of an Actor. All Actors are at the beginning of their career misled by self-estimation, yet, that self-estimation often continues through life; though success in their proper province ought to lessen their confidence in their own judgment. When the Public have

ascertained the true measure of an Actors merit
and the province for which he is best adapted
it can never be the interest of the Proprietor to
allot such characters to the Performer, as are not
suitable to his talents. If then the Actor has the
liberty of refusing any part, because he thinks
it inferior to his merit, or because he thinks it
is better adapted to another, the Theatre would
be in perpetual confusion, and nothing but
anarchy and ruin to the Proprietors & Performers
would be the result. If a very small fine were
the only penalty annexed to a refusal, a
Performer with a considerable salary might at
any time neglect the interests of the Theatre, as
caprice, or love of pleasure or the spirit of faction
might prevail in his mind. What Author
could be prevailed upon to undergo the labour of

preparing a series of characters adapted to the respective abilities of the Performers, when any ill will towards him, added to the other motives above stated might induce those performers to reject the characters allotted to them, after all his labours. With what confidence could the Proprietor labour to revive old, or accept new Dramas, when the performance of them would depend upon a slight fine, which the chief Performer, at the instigation of a factious individual, or of their own prejudices and passions might be induced to pay, to decline their duty.

The idea that Performers have also a right to enjoy their own cast of characters, or ever is absurd in itself, and might be productive of the deepest injury to a Theatre. Upon this principle, there would be an end to emulation, and rising genius would have no hope for encouragement and success. Upon this

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principle the eight performers would, perhaps, never have found admission into that Theatre, which they have kept in a state of commotion for several months, by secret cabals, exaggerated complaints, and attempted innovations

To conclude, it is evident that if any breach of contract takes place on the part of the Proprietor (though no such thing is pretended) or any individual Performer, it is the duty of that Performer to apply individually for redress, and not to join in a conspiracy to disturb the Theatre. The Proprietors on any just ground of complaint against a Performer, would certainly not appeal to the body of Actors at large, but to the Individual, who has passed against the terms of his Articles, and the interests of the property.

The accusation against one of the Proprietors of determined hostility, is conveyed in strong language, but being unjust, can only reflect on those who used

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it - The Proprietor alluded to, signified his
readiness to redress individual complaints, but
he has certainly a right to withhold his
countenance from the insurgent performers
till they assure him that their conspiracy is at
an end. It is evident that the government of the
Theatre must reside in the hands of the Proprietors
and not in those of conspiring Actors, who are
bound by their Articles, and in every case of
real grievances they have no right to assemble as
a faction, but ought to apply separately for that
redress, which it is the interest of their employer to
impart.

The eight performers threaten to appeal to
his Majesty, and bestow high eulogiums on the
Royal Character. No persons have more reason to
be grateful to his Majesty, and to indulge the
language of panegyric on the Royal Virtues than

the Proprietors - They are deeply sensible of
his Majesty's gracious and condescending
patronage, and they can desire nothing more
eagerly than to have their cause most humbly
submitted to his Majesty's decision.

P.S. The real nightly expence of the
Theatre last year was £195. exclusive of
any Interest for the capital, and of
all sums paid to Renters, Mortgagees,
&c. For the proof of this, and all
other statements as above, the Proprietors
refer to the evidences of the Treasurer
and the other officers belonging to the
Theatre.



